

Number

ADDENDA

To The

MAY, 1967 JOINT WESTERN AREA COMMITTEE

PROPOSED AGENDA

09h-16v

2-7-2894 Peters

CHANGE OF OPERATIONS:

Case # 2-7-2924	(#1)	Consolidated Freightways Local: 307	Post Marked April 19/67
Case #	(#2)	O. N. C. Local: 741	Post Marked April 21/67
Case #	(#3)	Thunderbird Freight Locals: 104 - 224	Post Marked 4/20/67
Case #	(#4)	United-Buckingham Local: 307	Post Marked Feb. 27/67'

COMMITTEE FOR LOCAL OPERATIONS:

Case #	(#5)	Local: 45 United-Buckingham	Post Marked - April 27, 1967
Case #	(#6)	Local: 81 O. N. C.	Post Marked - April 22/67
Case #	(#7)	Local: 190 N. P. Transport	Post Marked - April 27/67

MAY, 1967

-ADD ENDA-

MAIN COMMITTEE

Case # <i>5-7-3045</i>	(#8)	Local: 70 Exley Express	O-T-R Dispute Post Marked April 20/67	*
Case # <i>5-7-3046</i>	(#9)	Local: 70 Exley Express	Post Marked April 20/67 O-T-R Dispute	*
Case # <i>5-7-3047</i>	(#10)	Local: 70 Exley Express	O-T-R Dispute Post Marked April 26/67	*
Case # <i>5-7-3048</i>	(#11)	Local: 70 Haslett	Post Marked April 13/67 Jt. C. #7 Dispute	*
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Case # <i>5-7-3052</i>	(#16)	Local: 81 Exley Express	O-T-R Dispute Post Marked April 22/67	
Case #	(#17)	Local: 81 McCracken Brothers	O-T-R Dispute Post Marked April 22/67	
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Case #	(#19)	Local: 81 O. N. C.	O-T-R Dispute Post Marked April 22/67	
Case #	(#20)	Local: 85 Call Mac Transptn.	Jt. C. #7 Dispute Post Marked April 24/67	
Case #	(#21)	Local: 85 Valley Motor Lines	O-T-R Dispute Post Marked April 20/67	
Case #	(#22)	Local: 150 McKeown Transptn.	Tanker Dispute Post Marked April 13/67	
Case #	(#23)	Local: 190 Garrett Freightlines	O-T-R Dispute Post Marked April 27/67	
Case #	(#24)	Local: 190 Garrett Freightlines	O-T-R Dispute Post Marked April 27/67	
Case #	(#25)	Local: 222 Garrett Freightlines	O-T-R Dispute Post Marked April 20/67	
Case #	(#26)	Local: 287 Calif. Cannery & Growers	Jurisdictional Dispute Post Marked April 26/67	
Case #	(#27)	Local: 287 Calif. Cannery	O-T-R Dispute Post Marked April 20/67	

Case #	(#28)	Local: 287 Garrett Freight	Jt. C. #7 Dispute Post Marked April 24/67
Case #	(#29)	Local: 287 Interlines Blankenship	O-T-R Dispute Post Marked April 20/67
Case #	(#30) 5-7-3065	Local: 315 Clark Farnsworth	O-T-R Dispute Post Marked April 20/67
Case #	(#31)	Local: 468 Consolidated	O-T-R Dispute Post Marked April 26/67
Case #	(#32)	Local: 468 Consolidated	O-T-R Dispute Post Marked April 26/67
Case #	(#33)	Local: 468 Consolidated	O-T-R Dispute Post Marked April 26/67
Case #	(#34)	Local: 468 Delta Lines	O-T-R Dispute Post Marked April 26/67
Case #	(#35)	Local: 468 Delta Lines	O-T-R Dispute Post Marked April 26/67
Case #	(#36)	Local: 468 LASME	O-T-R Dispute Post Marked April 26/67
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Case #	(#39)	Local: 839 Consolidated	Tanker Dispute Post Marked April 21/67
Case #	(#40)	Local: 81 McCracken Bros.	Termination - Post Marked April 22/67
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Case #	(#43)	Local: 856 O. N. C.	Termination - Post Marked April 20/67
Case #	(#44)	Local: 468 J. Christenson	Warning Letter Post Marked April 20/67
Case #	(#45)	Local: 468 Navajo Freight	Warning Letter Post Marked April 26/67
Case #	(#46)	Local: 468 P. I. E.	Warning Letter Post Marked April 20/67
Case #	(#47)	Local: 483 Garrett Freightlines	Warning Letter Post Marked April 20/67
Case #	(#48)	Local: 483 Garrett Freightlines	Warning Letter Post Marked April 20/67

MAY, 1967

-ADDENDA-

FOR ADDITIONAL CASES:

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 307, Casper, Wyoming
2-7-2924

Change of Operation Company involved: Consolidated Freightways

Clarification Local 307 requests interpretation of seniority status and rights of former Consolidated drivers employed by Salt Creek Freightways after Intra-State rights being purchased.

(Post Marked April 19/67 - Received April 24, 1967)

Joint Western Area Committee

Case # 2 - 7 - 2 9 2 4

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # O. N. C. Fast Freight

Change of Operations Local involved: 741, Seattle, Washington

Clarification "On behalf of A. Gileck, Seattle line driver for O.N.C., Local 741 requests runaround pay in the amount earned by Bill Adams, on 3-24-67. The Company cancelled the Seattle Aberdeen turn and ran the Astoria bid man into Seattle and used the Seattle-Aberdeen bid man on a Seattle-Aberdeen, Portland-Seattle loop. This is a violation of an approved Change of Operation, and also a violation of agreed upon dispatch rules."

Referred from the JSC Committee for clarification.

Post Marked April 21 - Received April 24, 1967)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Thunderbird Freight Lines, Inc.

Change of Operations Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California

Requested Change of Operations between Phoenix and Los Angeles for Thunderbird Freight Lines, Inc.

At the present time, we run through from Arizona to Los Angeles. We have requested of Local 104 that we be allowed to run eight Desert Center turns per week of seven days. These eight runs to be split in not over two days, or a limit of both two days and eight runs in any seven days. We find that we sometimes go for a month and never need or would use a Desert Center turn, but there are times when we need them badly. This particular proposal has not been made to Local 224 but a proposal has been discussed with them. It is hoped that something can be worked out between the two Locals and Thunderbird before the May meeting.

(Post Marked April 20th - Received April 21, 1967)

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United-Buckingham Freightlines

Change of Operations Local involved: 307, Casper, Wyoming

United-Buckingham Freightlines propose to close eight small terminal operations, four of which are located in the Central States area and four of which are located in the Western Conference Area. The terminals subject to closing in the Western Conference are namely, Casper, Gillette, Sheridan and Lusk, Wyoming.

Received February 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 45, Great Falls, Montana, and
United-Buckingham Freight Lines

P & D Time slip, employee Sabie, 56 hours at straight time, plus 49
Dispute hours at time and one-half due to employer working junior men on
bid shift and using Sabie as a 20% employee.

Union stated that employee Sabie is in the 80% class and that new bids were put up but that the Terminal Manager refused to let Sabie bid the following shifts: 12:00 A.M., 4:00 A.M., 8:00 A.M. - 12:30 P.M. - 6:00 P.M. and 9:00 P.M. The Union stated that it was the Company's position that Sabie is not qualified as a heavy duty man. The 12:00 A.M. - 6:00 P.M. and 9:00 P.M. bids are strictly hostlers work and Sabie had the seniority and could have bid the 6:00 or 9:00 P.M. shifts. The claim as submitted is for time Sabie worked as a 20% employee when they would not let Sabie work on a regular bid shift.

Employer stated that the bid date was 2/27/67. Sabie bid on a specific shift that stated on the bid that heavy duty man was required. Prior to this time the Company and the Union agreed that the safety man should check out the men for heavy duty work. As a result of the test Sabie failed to qualify for the heavy duty work. Sabie worked 40 hours for all of the weeks in question, further he does not qualify as a heavy duty driver. A review of the accident record was presented for committee information, which indicated 7 accidents; 5 chargeable and 2 non-chargeable during Sabie's term of employment. Another bid was submitted on 3/27/67 which Sabie bid and received.

Case #M-685.

JSC Motion: That in Case M-685 the employee Sabie be paid the difference in pay that he earned between dates 2/27/67 and 3/27/67 and the pay earned by employee that bid the Tuesday-Saturday bid on 3/27/67.

Deadlocked Montana JSC April 21, 1967.

Post Marked April 27th - Received April 28, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
O.N.C. Fast Freight

P & D The Union contends the Company worked junior employee Philpott
Dispute instead of senior employee Butler on Saturday, a premium day.
Therefore, the Union feels that is a violation of the Seniority Clause
in the Contract and further feels that leadmen have no super
seniority. The Union also contends it was agreed between the
Union and the Company that whatever decision came out of Ralph
Palmer's JWAC Case, would govern this identical case.

The Company contends that Butler is unable to do his own paper
work and definitely does not qualify to do the work that must be
done on the premium day (Saturday). Company further contends
Butler has never been a lead man and Philpott is a lead man now.

Case #848.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC March 6, 1967.

(Post Marked April 22nd - Received April 24, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
N. P. Transport

P & D Request on behalf of Anton Job, pay at overtime rate for trailers
Dispute being spotted on March 13, 1967.

The Consignee, Pierce Packing had requested the trailers spotted and they were to be loaded with Easter hams. At the time all N. P. men were working as well as others who were on their day off, and who had been called in to work. On the day in question, Anton Job worked 1-1/2 hours overtime. The trailers were spotted at Pierce Packing by two different P & D men.

Case #M-679.

JSC Motion: That in Case M-679 the claim be paid and 2 hours overtime be paid to the driver who parked the first trailer and two hours overtime to the driver who parked the second trailer - if the same driver parked both trailers he shall receive the 4 hours overtime.

Deadlocked Montana JSC April 21, 1967.

Post Marked April 27th - Received April 28, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Exley Express

O-T-R Dispute Claiming eight hours pay for top man on seniority list. Company ran a sleeper team with Tractor 95 and Van 45-A on January 9/67 from Portland to Stockton and made a drop in Stockton and proceeded into San Francisco, made three drops and continued to Monterey.

Case #CB-2083.

JSC Motion: That the claim of the Union be denied.

Deadlocked California Bay JSC February 21, 1967.

Post Marked April 20th - Received April 21, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Exley Express

O-T-R Money claim for a Local 70 man. Union claiming sleeper team
Dispute came out of Portland to Select Foods in Hayward which is Local
70's jurisdiction, and hired one man out of the hiring hall and
he and the driver loaded approximately 13,000 lbs. Union is
claiming that this sleeper team by-passed the Oakland team and
were in violation of the contract.

Case #CB-2094.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC March 20-21, 1967.

(Post Marked April 20th - Received April 21, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Exley Express Company

O-T-R Money claim for Ambrose. Union is requesting day's pay for
Dispute Ed Ambrose who is on lay-off. Union claiming Los Angeles line
driver performed local work.

Case #CB-2101.

JSC Motion: That based on Article 52 (a) the claim of the
Union be denied.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Haslett

Joint Council 7 Company operates three schedules in a night trans-bay operation
Dispute from Oakland to San Francisco, that is to their terminal in San
Francisco from their terminal in Oakland.

Union claims according to the contract that only one trans-bay operation can occur, or only one driver on the night shift unless otherwise agreed upon and state they have no other agreement with the Company.

Union requesting Haslett to pay time and one-half for all days this work was performed by these men.

Employer Position: Past practice with knowledge of the Union indicated approval by same.

Case # LD-2887.

Joint Council #7 Labor-Management Committee Motion: That the money claim is denied and parties are instructed to reach a mutual agreement covering this operation. Failing to do so, the case may again be filed with this committee.

Deadlocked Joint Council #7 Labor-Management Committee
April 6, 1967.

Post Marked April 13th - Received April 14, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Los Angeles-Seattle Motor Express

O-T-R Money claim. Union is claiming runaround for a local man
Dispute because a sleeper team from Portland, Oregon by-passed the
Oakland terminal, and made deliveries at Sunnyvale.

Case #CB-2086.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC March 20, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
March Transportation

Joint Council 7 Dispute Union claims that man who was off work from December 5th
to January 23rd and in fact hospitalized during this period. The
Company refuses to pay him any holidays, etc. as per Article 43.

Union requesting that Mr. Doyon be paid all holidays, etc. for
this period per Article 43.

Employer claims that contract is explicit in demanding that an
employee work thirteen days in each calendar month in order
to be eligible for any holidays falling in such months.

Case #LD-2889.

Joint Council #7 Labor-Management Committee Motion: That
under the fact presented in this case the Union's claim be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
April 6, 1967.

Post Marked April 13th - Received April 14, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
T.I.M.E. Freight

Joint Council 7 Dispute Three men were called in on emergency pick-up on Saturday PM. They hooked up schedules and took them to Riverbank, loaded and returned. They were paid on the PUD overtime basis from 5:30 P.M. Union claims starting time for local drivers is 8:00 A.M. Saturdays as well as Weekdays, and should be paid from 8:00 A.M. at 1-1/2 overtime.

Union requesting pay from 8:00 A.M. for the men involved.

Company claims starting time applied on week days but in an emergency such as this on an overtime day that payment of the 8 hours at 1-1/2 overtime should apply.

Case #LD-2878 .

Joint Council #7 Labor-Management Committee Motion: That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 6, 1967.

Post Marked April 13th - Received April 14, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 70, Oakland, California, and
Wells Cargo

Joint Council 7 Two local pick-up drivers were called in at 10:30 p.m. on a
Dispute Saturday and worked through until 2:30 p.m. Sunday afternoon.
Were paid for time worked at the overtime rate.

Union claims that according to starting time the men should have been paid from 8:00 a.m. Saturday morning. Union requesting pay at time and one-half for both Messrs. Pando and Accardo from 8:00 a.m. Saturday on the day in question.

Employer Position: They were paid correctly and starting time was not intended to apply on an overtime day.

Case # LD-2831.

Joint Council #7 Labor-Management Committee Motion: That the Union's position be upheld.

Deadlocked Joint Council #7 Labor-Management Committee
March 17, 1967.

Post Marked (Delivered in person May 1, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Exley Express

O-T-R
Dispute Local 81 is claiming 1,000 miles guarantee for sleeper team
West and Yokum who broke down enroute and were subsequently
returned to their home terminal.

Case #845.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC February 6, 1967.

Post Marked April 22nd - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
McCracken Brothers Motor Freight

O-T-R Local 81 is in dispute with McCracken Brothers Motor Freight
Dispute over scheduling of vacations during the last two weeks of August.

The Union contends that in the past the Company had agreed to let one man off for vacation purposes during the months of June, July and August, and should therefore continue to do so. The Union further contends that now the Company has refused to let anyone off during the last two weeks in August due to the fact that a man will be off for National Guard duty during these two weeks. The Union feels this is not a vacation and therefore should schedule vacations during the last two weeks in August.

Case #855.

JSC Motion: That the Union's position be upheld and the Company schedule vacations in August.

Deadlocked Oregon JSC April 2, 1967.

(Post Marked April 22nd - Received April 24, 1967)

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
O.N.C. Fast Freight

O-T-R On February 13, 1967, driver McCann was in Seattle and dispatcher
Dispute called for him to report on his fifteenth hour. McCann did report
but was not dispatched until ten minutes after his fifteenth hour.
McCann asked the dispatcher for the layover slip which McCann
completed and the dispatcher signed. It is the Union's contention
that when these pay slips are signed by a dispatcher the Company
should pay the claim. The Union is therefore asking for the three
hour minimum layover time.

Case #853.

JSC Motion: That the Union's position be denied.

Deadlocked Oregon JSC April 3, 1967.

Post Marked April 22nd - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
O. N. C. Fast Freight

O-T-R Local 81 is in dispute with O. N. C. Fast Freight over their
Dispute failure to pay a thirty minute wage claim to driver Robert
McCann for time spent at turnaround point.

Case #850.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC March 6, 1967.

Post Marked April 22nd - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
 Call Mac Transportation

Joint Council 7 Dispute Union claims that man who was laid off has not been recalled,
 while another non-Union employee has done his work.

Company claims no work done by any other than the owner
 driver of the Company.

Union's filing "Payment to top seniority man for loss of all
 days work, heavy duty scale."

Case #LD-2898.

Joint Council #7 Labor-Management Committee Motion: That
 the Union's claim be allowed.

Deadlocked Joint Council #7 Labor-Management Committee
 April 20, 1967.

Post Marked April 24th - Received April 25, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
Valley Motor Lines

O-T-R Runaround for Cardinale. Union is claiming a runaround for
Dispute January 13th because the Company cancelled out a Los Angeles
run. Company sent out an Oakland tractor to San Francisco to
pick up loads for Fresno.

Case #2091.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC March 20, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
McKeown Transportation

Tanker Union claims \$39.58 due Slatten for improper dispatch on
Dispute January 29, 1967.

Company says not mis-dispatch.

Half of sleeper team was used for an emergency run after team
had clocked out.

Case #37-716.

JSC Motion: That the Union claim be upheld.

Deadlocked California-Arizona State Tank Committee
March 16, 1967.

Post Marked April 13th - Received April 14, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
Garrett Freightlines

O-T-R Request time for no sanitary facilities, Spokane, Washington.
Dispute Claim involves 23-1/2 hours claimed by men while in Spokane, Washington. Company has installed a shower head but that they furnish only paper towels which are placed next to the shower. No soap is furnished, no sink or stool is in the shower room, and the drivers have to use the facilities of the dock people.

Position of the Local Union is that facilities at the Spokane terminal are not adequate, further that the Company should furnish cloth towels.

Case #M-681.

JSC Motion: That in Case #M-681 the claims be paid and the Company continue to pay wait time until sanitary facilities are adequate to the satisfaction of Local 190.

Deadlocked Montana JSC April 21, 1967.

Post Marked April 27th - Received April 28, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
Garrett Freightlines

O-T-R Request check and report time to be paid.
Dispute

Union contends that the Company should pay on the basis of past practice, and that Garrett has never paid check and report time on sleeper runs. The check and report time is for reports and other requirements at the end of a drivers run.

Case #M-682.

JSC Motion: That in Case M-682 the Company pay for actual check and report time effective April 1, 1967.

Deadlocked Montana JSC April 21, 1967.

Post Marked April 27th - Received April 28, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
Garrett Freightlines

O-T-R A Salt Lake sleeper team arrived at its lay point at Las Vegas
Dispute at 05:00 and was given a call time and reported at 17:30. Their
tractor was hooked up to an empty trailer, and in checking it they
discovered that the trailer had defective lights. Since the Company
does not have a shop and mechanics on duty at Las Vegas, the
Company had the Las Vegas hostler hook their tractor to another
trailer, which also was discovered to have bad lights. Following
another change of trailers, the team finally departed approximately
one hour later.

The Union claims the three hour minimum, contending that since
they did not actually depart prior to their 13th hour, the three
hour minimum should be paid.

Case #919 (Mar. 67-12)

JSC Motion: That the claim be denied.

Deadlocked Utah-Idaho JSC March 22, 1967.

Post Marked April 20th - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
California Cannery & Growers

Jurisdictional Dispute. The Company is contemplating the dis-
continuance of a movement of freight that has been performed
by Teamsters and allocating this work to the Cannery Workers,
Local 679.

Case #CB-2102.

JSC Motion: That this case be referred back to the parties
involved for possible settlement. If no settlement is forthcoming,
then the case be referred to the procedures covered under
Article 30 of the Master.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
 California Cannery

O-T-R Pay claim for McEver. Union claiming overtime rate of pay
Dispute for a shortline driver who worked on a Saturday in a higher pay
 scale area.

Case #CB-2066.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC February 21, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
Garrett Freightlines

Joint Council 7 Union claims pay for Local 287 man from March 14, 1967.

Dispute Company has had a 287 man based in San Jose with a tractor. They run a schedule of doubles to San Jose with an Oakland Local 70 man. When he arrives SJ the SJ 287 man takes one pup and the Oakland driver the other. They deliver and pick up. The two pups are then assembled and taken back to Oakland by Local 70 driver. The regular 287 man has been off work with a broken leg; the Company let his tractor sit unused and ran another Local 70 man down to SJ to peddle and pick up. Local 287 claims that when the Local 287 man broke his leg, the Company should have called the 287 hiring hall and secured a casual to handle the pick-up and delivery normally performed by the regular 287 man. Company claims they have always used Local 70 man when this man was not available due to illness, vacation, etc.

Union claims that when a Local 287 man is off due to any cause, that the replacement be furnished by the local hiring hall.

Company claims a verbal agreement with Fred Hofmann which allows them to run the Local 70 man into the territory providing he does not use the tractor assigned to the Local 287 man.

Case #LD-2893.

Joint Council #7 Labor-Management Committee Motion: That the Union's claim be denied.

Deadlocked Joint Council #7 Labor-Management Committee
April 20, 1967.

Post Marked April 24th - Received April 25, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
Interlines-Blankenship

O-T-R Bidding. Union claims that the Company has enough freight
Dispute generating out of San Jose to Los Angeles and feel that under the
agreement a short line driver has the right to bid this line.
Company takes the position that this would be a Change of Operations
and they do not desire this change. Company maintains that they
have no line power based at San Jose at the present time to operate
this run, they have just the two short line men.

Case #2098.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC March 20, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
Clark Farnsworth

O-T-R Union claiming for day's wages for top man on seniority list
Dispute who was off and available as Company sent truck from L. A.
into our area to pick up a load and go south.

Case #CB-2081.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC February 21, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Consolidated Freightways

O-T-R Runaround for Collura. Union is claiming runaround on the bid
Dispute Reno division run because the Company sent freight out on the
sleeper cab truck, and cancelled the division run. This freight
has been hauled by the division in the past.

Case #CB-2126.

JSC Motion: That the Union position be upheld.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Consolidated Freightways

O-T-R Room rent for Leeman and Fenrich. Claiming \$9.27. Drivers
Dispute were put off duty due to a breakdown for 8 hours and Company
refuses to pay the room rent.

Case #CB-2125.

JSC Motion: That the men be compensated for their room
rent.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Consolidated Freightways

O-T-R Local 468 vs Consolidated Freightways. Money claims for
Dispute Imhoff and Helms, Hare and Cordingly - Henzel and Webster -
Sills and Hill.

Union is claiming all time spent in Chicago due to storm conditions.

Cases No. CB-2122 - CB-2123 - CB-2124 - CB-2127.

JSC Motion: That the claim of the Union be upheld.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Delta Lines

O-T-R Money claim for Torbet (1-1/2 hours). Union is claiming 1-1/2
Dispute hours runaround because Delta gave loads to DiSalvo Trucking
Company to pull load from Los Angeles to Oakland, and then
later sent out their bid drivers.

Case #CB-2116.

JSC Motion: That the Union position be upheld.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Delta Lines, Inc.

O-T-R Money claim for Torbet (1 hour). Union is claiming 1 hour
Dispute pay for meal time while hauling Class 'A' explosives.

Case #CB-2115.

JSC Motion: That the position of the Union be upheld.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
Los Angeles-Seattle Motor Express

O-T-R Case CB-2105 - 3 hours Gibbons
Dispute Case CB-2106 - 3 hours Gibbons
Case CB-2130 - 3 hours Farmer

Union is claiming the 3 hour minimum under the layover clause.
Drivers laid at the break point under the 15 hours and were not
paid.

Cases No. CB-2105 - 2106 - 2130.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
O. N. C.

O-T-R Four hours abusive free time for Thomas Arnold.
Dispute

Case #CB-2072.

JSC Motion: That based on the facts presented in this case,
the claim of the Union be denied.

Deadlocked California Bay JSC February 21, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
O. N. C.

O-T-R Ten hours pay claim for Taylor. Union is claiming 10 hours
Dispute pay because of forced layover at Redding, California.

Case #CB-2090.

JSC Motion: That based on the facts presented the claim of the
Union be denied.

Deadlocked California Bay JSC March 20, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 839, Pasco, Washington, and
Consolidated Freightways, Inc. (Bulk Commodities Division)

Tanker
Dispute Requesting a day's pay, \$26.72, for each day the Company was
delinquent in paying a terminated employee.

On Saturday, March 4, 1967, Neil Martin, Assistant Manager
called F. N. Rockwell at approximately 10:00 a.m. and told him
he was terminated for losing some bulk fertilizer out of the tanks.

Rockwell called back in about a half hour and asked when he could
get his pay, and Neil said he did not know.

On Tuesday, March 7, 1967, he collected his previous week's
pay, but no final check.

On March 14, 1967, a.m., he received his final check of \$182.25.

Therefore, under Article 46, Section 1, of the Washington Tank
Supplemental Agreement, we are asking for 7 days pay at \$26.72
per day.

Case #1686 (U).

JSC Motion: That the claim of the Union be sustained.

Deadlocked Washington JSC April 20, 1967.

Post Marked April 21 - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
 McCracken Brothers Motor Freight

Discharge Local 81 is protesting the termination of Archie Cosmo.

Case #846.

JSC Motion: That the man be returned to his position with no
back pay.

Deadlocked Oregon JSC March 6, 1967.

Post Marked April 22nd - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
Sites Silverwheel Freightlines

Discharge Union contended that the discharge of Clyde Starr had been untimely in that the Company was in violation in that they did not terminate the man within ten days - that the Company had been aware of the citations through notification to the dispatcher but had not taken any further disciplinary action even though the man's drivers license had been suspended until notification from the State of Oregon, on March 30, 1967. The notification received was for speeding violations on January 23, 1967 and January 25, 1967.

Case #852.

JSC Motion: That the discharge was untimely and that the sixty day drivers license suspension and loss of pay from said period was sufficient penalty. Driver Starr be returned to work when drivers license is returned.

Deadlocked Oregon JSC April 3, 1967.

Post Marked April 22nd - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
Pacific Intermountain Express

Discharge Union protests the discharge of Simon for reckless driving.

Case #2084.

JSC Motion: That the man be put back to work with no back pay
and that the two weeks off be considered a suspension.

Deadlocked California Bay JSC March 20, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 856, San Francisco, California, and
O. N. C.

Discharge Discharge of Mrs. Keefer. Case was referred back to the
Joint State Committee from the Joint Western Committee to be
heard on its merits.

Case #CB-2021.

JSC Motion: That Kathrine Keefer be returned to work with
all back pay.

Deadlocked California Bay JSC February 21, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
J. Christenson

Warning Union protests the warning letter sent to Anderson on February
Letter 20, 1967 stating that he had been drinking and was in no condition
to perform his run.

Case #CB-2088.

JSC Motion: That the warning letter be reduced to a letter of
reprimand.

Deadlocked California Bay JSC March 20, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
Navajo Freightlines

Warning Union is protesting the warning and suspension issued to Cole
Letter for I. C. C. violation.

Case #CB-2103.

JSC Motion: That based on the facts presented in this case,
the Union's position be upheld.

Deadlocked California Bay JSC April 18, 1967.

Post Marked April 26th - Received April 27, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 468, Oakland, California, and
Pacific Intermountain Express

Warning Union protests the warning letter issued to Frank Nash for not
Letter reporting for work.

Case #CB-2070.

JSC Motion: That the warning letter be upheld.

Deadlocked California Bay JSC February 21, 1967.

Post Marked April 20th - Received April 21, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 483, Boise, Idaho, and
Garrett Freightlines

Warning Letter Max King is a Boise pick-up driver with a pedal run to the Nampa area. On the date in question he returned from his run at approximately 18:30 having already worked an hour and a half overtime, and his foreman told him to unload his trailer.

It is the Union's position that Mr. King had already worked overtime and requested time to eat.

It is the Company's position that he outright refused his foreman's direct order and told him to "go to hell," that he was going to leave and the Company could call him back and pay him a four hour call back.

Case #907 (Feb. 67-12)

JSC Motion: That the warning notice be rescinded and that a letter of reprimand be issued to Mr. King for refusing to work overtime.

Deadlocked Utah-Idaho JSC March 22, 1967.

Post Marked April 20th - Received April 24, 1967.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 483, Boise, Idaho, and
Garrett Freightlines

Warning Letter Max King, a Boise pick-up and delivery driver, was issued a warning notice for an accident occurring on January 20, 1967, at which time he hit an overhead beam with his trailer, resulting in damage estimated by the Company as approximately \$300.00

It is the Union's position that the warning notice is not justified, that the damage complained of was insignificant and that he had complained of the poor visibility from his tractor and requested additional mirrors.

Case #908 (Mar. 67-1)

JSC Motion: That the warning notice be upheld.

Deadlocked Utah-Idaho JSC March 22, 1967.

Post Marked April 20th - Received April 24, 1967.

1 CASE #5-7-3050

MAY 11 1967

2:32 p.m.

2 --oOo--

3 LOCAL 70, Oakland, California, and

4 T.I.M.E. FREIGHT.

5 SPECIALLY-APPOINTED COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 GEORGE KING, Chairman
8 FRED HOFMANN

DEWEY ELBERT
DCN: SLAYBAUGH

9 APPEARANCES:

10 JOE ARINO appeared on behalf of Local 70.

11 ED ELSNER and ROSS CARROLL appeared on behalf of
12 the employer.

13 - - -

14 CHAIRMAN KING: Do you gentlemen want to proceed?

15 The union is the moving party. Do you want to present your
16 case.

17 Go ahead.

18 MR. ARINO: Yes. On February 25 T.I.M.E. Freight--this
19 was a Saturday--called three employees at home to come in at
20 5:00 p.m. The three employees were ordered by the company to
21 go from the yard to Port Chicago, pick up an empty trailer,
22 go to Riverbank, load empty shell casings and return to the
23 yard.

24 The company has told the union that they brought the guys
25 in for hostling work. But this is not hostling work at all.
26 And these guys are strictly day drivers. They have been driving

1 in the daytime for a couple of years.

2 And Article 51 Section 8 states "hostling". And the men
3 were not brought in for hostling, but were sent to Port Chicago
4 and Riverbank.

5 Article 52 Section 1 says: "Regular starting time shall
6 be 8:00 a.m., seven (7) days a week."

7 Article 53 Section 3 states: "Overtime at the rate of
8 time and one-half (1 1/2) shall be paid for all work performed
9 before regular starting time or after regular quitting time for
10 all employees."

11 Being that these men are all daytime drivers, they have an
12 8:00 a.m. starting time.

13 The supervisor, Art Jones, when he talked to these men
14 told them not to punch in; that they would be paid from 8:00
15 a.m.

16 Later on when we confronted Art Jones with this, he denied
17 the fact that he made that statement.

18 Now the company did pay the employees from 5:00 p.m. at
19 the hostling rate or the doubles rate; but from 5:00 p.m. on,
20 not from 8:00 a.m. And the union is requesting the employer to
21 pay the man from 8:00 a.m. in the morning until 5:00 p.m.--or
22 another eight hours' pay.

23 CHAIRMAN KING: OK.

24 The employer's position.

25 MR. ELSNER: OK. The call was received at 3:40 in the
26 afternoon--an emergency call out of Riverbank to pick up three

1 loads and to bring empties in.

2 We have three individuals, we have worked three men during
3 the day. They had gone home when this thing was finally set up.
4 Art Jones went to the terminal about 5:00 o'clock and placed
5 these men on call, brought them in. He sent them bobtail without
6 any equipment except tractors to Port Chicago--at which point
7 they hooked up an empty trailer.

8 They proceeded to Riverbank. They dropped their empty
9 trailer; they each picked up a sealed load that was already
10 government-sealed moving under GBL and returned to the yard.

11 Our position is that this is strictly hostling work ac-
12 cording to Article 51 Section 2 providing you pay the time and
13 a half.

14 We work on a wheel in our yard--and these three men who
15 were called were the next three men up on rotation--regardless
16 of whether they are day men, night men, what-have-you. We have
17 the three shifts, as I say. This was an emergency call.

18 I have a letter on file from Norris Industries at River-
19 bank to the effect that they will call us on short notice, in
20 a few hours' notice.

21 And our position is that we paid these men correctly.

22 Mr. Carroll may have something to add to this. He was our
23 senior dispatcher down there on this particular instance.

24 MR. CARROLL: The only thing I have to add is that we do
25 work a three-shift operation; that there was no freight handled
26 and that we do work a wheel on Saturday and weekend work. And

1 the fact that these men were day drivers was only because it
2 was their turn on the wheel. We have worked Saturdays and
3 Sundays continuously around the clock, have paid the men at
4 the time-and-a-half rate from the day shift to swing shift or
5 the graveyard shift in the past. And I saw nothing wrong with
6 the operation. They were paid from the time they started until
7 the time they finished at time and a half.

8 CHAIRMAN KING: Any questions?

9 MR. HOFMANN: Yes.

10 You had some people working on that day that were entitled
11 to that wheel?

12 MR. CARROLL: Oh yes.

13 MR. HOFMANN: What time did they work to?

14 MR. CARROLL: We had one crew that worked 8:00 to 5:00;
15 and then we relieved them with the next three men that went
16 out on this thing.

17 MR. HOFMANN: And you said you got a call in at 3:40.
18 Why didn't you use the same guys on those hauls?

19 MR. CARROLL: They had a full shift in, for one thing.
20 And the next three men were due out. It was a different shift.

21 MR. ELSNER: The call was received at 3:40 at home. By
22 the time the operations manager, Art Jones, got down to the
23 yard he had expected to use line drivers to handle this pickup..
24 But no line drivers were in--at which time he placed these boys
25 on call.

26 MR. SLAYBAUGH: Mr. Chairman.

1 CHAIRMAN KING: Yes.

2 MR. SLAYBAUGH: I have a question.

3 Number one: Do you have line drivers in 468?

4 MR. ELSNER: No.

5 MR. SLAYBAUGH: No line drivers.

6 Now first of all, they went to Port Chicago, bobtailed to
7 Port Chicago.

8 MR. ELSNER: Right.

9 MR. SLAYBAUGH: So it was Local 315's jurisdiction.

10 MR. ELSNER: Right.

11 MR. SLAYBAUGH: And they went down to Riverbank. Isn't
12 that by Modesto?

13 MR. ELSNER: Right.

14 MR. SLAYBAUGH: And then brought it back to your terminal
15 here in Oakland?

16 MR. ELSNER: Right.

17 MR. CARROLL: I might be able to clarify that just a little
18 bit.

19 We have a terminal at Port Chicago where we drop ammuni-
20 tion trailers. And when Port Chicago unloads these trailers,
21 they call us and tell us when they are empty.

22 We had no empty available trailers at the yard. This
23 Riverbank place is a place where trailers are loaded.

24 MR. SLAYBAUGH: That is the Thermalito plant. Isn't it?

25 MR. CARROLL: Yes. It is out of Riverbank.

26 MR. SLAYBAUGH: Let me ask you this: Do you always go over

1 to Port Chicago and then on to Riverbank with local men?

2 MR. ELSNER: Normally these are handled by line drivers
3 who take empties from this terminal to Riverbank, drop, pick
4 up sealed loads. There is no work performed at Riverbank by
5 any drivers. It is all government loaded and sealed.

6 MR. SLAYBAUGH: Then usually you will have a line driver
7 go over there to pick it up.

8 MR. ELSNER: That's right.

9 MR. HOFMANN: A sleeper driver, isn't it?

10 MR. ELSNER: Division driver.

11 MR. CARROLL: All our division drivers are out of Los Ange-
12 les. From Los Angeles they come up here, take an empty to
13 Riverbank, hook up an empty and go on to L.A.

14 There were no line drivers available this day.

15 MR. ELSNER: The three boys came back here.

16 If this Committee would like,---

17 MR. SLAYBAUGH: Do you usually have loads come back here
18 from Riverbank?

19 MR. ELSNER: This was an emergency call, as stated in this
20 letter.

21 MR. CARROLL: The reason for this particular move was that
22 Riverbank had these emergency loads to load for Little Rock,
23 Arkansas. And they had no empty trailers.

24 The trailers that they have over there--the ones that we
25 normally supply them with--were loaded. We had no line drivers
26 out of Los Angeles with available hours; so therefore, we had to

1 run empties to them to load.

2 MR. SLAYBAUGH: You spoke of a second shift coming on
3 there.

4 Did you use these local men regularly then for this kind
5 of work?

6 MR. ELSNER: Not for this type of work.

7 MR. CARROLL: On all weekend operations we work a wheel--
8 which is our normal operation. And as in the past, when we have
9 had more than one shift work on a weekend, we work an 8:00 to
10 5:00 shift and we work a 5:00 to 1:00 shift.

11 MR. SLAYBAUGH: I realize that.

12 MR. HOFMANN: On driving?

13 MR. CARROLL: Yes. Whatever the job is..

14 CHAIRMAN KING: He is talking about rotation of overtime.

15 MR. CARROLL: We rotate the overtime.

16 MR. SLAYBAUGH: Is that the way it is normally done?

17 MR. ARINO: They always use the local men and always pay
18 them the local rate of pay.

19 MR. SLAYBAUGH: Have you had any instances of this type
20 before?

21 MR. ARINO: No. The company has never worked drivers on
22 the swing shift before.

23 MR. ELSNER: This is not true. We have picked up Oliver
24 Tire on occasions.

25 MR. SLAYBAUGH: On an overtime day?

26 MR. CARROLL: Yes.. From midnight Friday until midnight

1 Sunday--with the full knowledge of the union and their "OK" by
2 their business agent at the barn, Leroy Nunes. We started the
3 crew at 5:00 o'clock Friday afternoon. We loaded trucks--at
4 Oliver Tire Company. We started---

5 MR. SLAYBAUGH: This is provided you did them on a local
6 basis.

7 MR. CARROLL: Right. And we started a crew at midnight
8 and worked until 8:00 o'clock the next morning--Sunday morning--
9 and just rotated.

10 MR. ELSNER: These are the exceptions, rather than the
11 rule.

12 MR. CARROLL: And this has worked on the basis of only
13 a qualification in the case of the dockmen who are working the
14 swing or graveyard shift. If there is a driving job and that
15 man is not a qualified driver, then we passed him only for
16 that reason. And then the next time we have dock work we go
17 back and pick that man up.

18 MR. SLAYBAUGH: I understand the wheel part.

19 Now Joe, are you new at the barn? Or have you had the barn
20 for some period of time?

21 MR. ARINO: I am new at the barn.

22 Let me say this: This is not true, what they are saying.

23 What has been happening here: The company is trying to
24 evade the 8:00 a.m. starting time.

25 Now the company knows darn well that they are wrong in this.
26 And the minute I come down with the beef, they come up with the

1 deal that the guys were brought in as hostlers--the minute the
2 grievance was filed. Before that they were drivers; and as
3 soon as the grievance was filed--and I talked to Ed. He said:
4 "They are hostlers."

5 MR. ELSNER: It is pretty clear, though.

6 MR. SLAYBAUGH: He said that Nunes has been at their
7 barn; that Nunes understands this and has gone along with the
8 idea of allowing the guys to pick up there.

9 MR. ARINO: No. Nunes doesn't allow any deviating from
10 the contract.

11 CHAIRMAN KING: Are there any other questions of the par-
12 ties?

13 [No response.]

14 CHAIRMAN KING: If not, we will go into executive session,
15 [Executive session.]

16 MR. HOFMANN: I move that the union claim be upheld.

17 CHAIRMAN KING: Second.

18 You have heard the motion. All in favor say "Aye".
19 Opposed?

20 The motion is carried.

21 - - -
22
23
24
25
26

1 CASE #2-7-2893

MAY 11 1967

5:10 p.m.

2 --oOo--

3 LOCAL 70, Oakland, California, and

4 O.N.C.

5 SPECIALLY-APPOINTED COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 GEORGE KING, Chairman
8 FRED HOFMANN

DEWEY ELBERT
DON SLAYBAUGH

8 APPEARANCES:

9 LOU RIGA, LEROY NUNES and CHUCK ROYSTER appeared
10 on behalf of Local 70.

11 W. L. GALBRAITH appeared on behalf of the employer.

12 - - -

13
14 CHAIRMAN KING: All right.

15 MR. RIGA: Ford Evans is a hostler at O.N.C. and he is
16 making pickups and deliveries for O.N.C. at other consignees
17 and shippers--mainly at Acme Freight in San Francisco on the
18 night shift. And the company has refused to pay time and a
19 half for the whole shift for the nights of October 3, 4 and 5.

20 This comes under Article 51 Section 8 of our local pickup
21 and delivery supplemental agreement, which states: "Night
22 shift hostlers shall be prohibited from performing pickup and
23 delivery service except at time and one-half (1 1/2) above their
24 applicable rate of pay. Night shift hostlers shall receive
25 night premiums if they do not leave the terminal, or if they
26 pull terminal to terminal on connecting carrier freight within

1 the jurisdiction of the Local Union."

2 This article has been violated. The union is requesting
3 the difference in pay between straight time and time and a half--
4 which is spelled out in this article.

5 I would like to also point out a case that was heard at
6 the JWC. It was No. LD1-65-1539. The company used a night
7 shift hostler to pull to and from terminal to piggyback ramps.

8 The union claimed this was not terminal to terminal and
9 was not hostlers' work, but regular drivers' work.

10 The company claimed no pickup and delivery to or from
11 customers involved, but that it was connecting carrier work
12 coming under the hostler classification.

13 The company paid the hostler's rate plus shift premiums.

14 The union claimed time and a half should be paid.

15 The motion that was deadlocked was that the union's claim
16 be upheld.

17 It was at the JWC then when the motion was passed that the
18 position of the union be upheld.

19 And I want to point out here that this was in the juris-
20 diction of Local 70 going to the pig ramp. And it was claimed
21 that they be paid time and a half.

22 Here we have the night shift hostler going over to San
23 Francisco to Acme Fast Freight. And the company refuses to
24 pay time and a half. They are claiming this is a connecting
25 carrier.

26 Well, we were up here three months ago. And at that time

1 Mr. King was on the Panel. And the union was told that if they
2 could prove that there was no other company in Local 70's
3 jurisdiction that was delivering to these other consignees or
4 these other connecting carriers other than their own terminal
5 over here and they were not paying the time and a half, that
6 our position would be upheld.

7 And we have checked this out and we do not have any other
8 companies working on a day shift hostling situation where they
9 are going to terminals other than their own. And the ones
10 that do, they do get the time and a half for that delivery and
11 the pickup of any other trailers to come back.

12 Leroy, do you want to add to this?

13 MR. NUNES: No. This is true. I checked all my terminals
14 and we have had Dick check his. And we can't find another
15 company in town that is doing this.

16 MR. ROYSTER: I had all of the business agents check all
17 of the barns.

18 CHAIRMAN KING: Wasn't this a case which we held in abey-
19 ance to check and find out?

20 MR. ROYSTER: Yes. And the business agents could find no
21 terminal with the master agreement in our jurisdiction where
22 they have a hostler performing this at night. They were all
23 canvassed immediately after the last hearing. And they came
24 up with no company.

25 The company's claim was that other companies were doing
26 this.

1 We checked and could find none.

2 It seems that the employer would now be in a position to
3 present his case.

4 MR. HOFMANN: Go ahead, "Gabby".

5 MR. GALBRAITH: I think the company position was that
6 this is connecting carrier freight; not necessarily that other
7 companies were doing it.

8 But let me tell you what happened, why it works out the
9 way it does. This Acme Freight we are talking about on the
10 San Francisco side of the Bay loads our trailers for destina-
11 tions of Fresno, Modesto and down the Valley. We spot the
12 trailers at Acme and we pick the trailers up at Acme. And dur-
13 ing the period of time that San Francisco barn is open--which
14 is up to about 8:30 at night--any time that the empties are
15 available at San Francisco or if the freight is available at
16 Acme up until the time the 85 barn is open, this work is handled
17 by 85. But every so often or as the occasions arise when we
18 don't have empties in San Francisco to spot or if it is late
19 in the evening before we get the empties--after San Francisco
20 is closed--then the only way we can get them over to the San
21 Francisco side of the Bay is with Oakland men.

22 And this Ford Evans, the one that is mentioned, is the
23 night shift hostler and he is the senior hostler. So we send
24 him across the Bay with these trailers to either spot or pick
25 up at Acme Freight. And that freight is connecting carrier
26 freight. It is freight that is going beyond the Oakland or San

1 Francisco area. Primarily it is Modesto and Fresno. And we have
2 interpreted the contract that this is a connecting carrier. We
3 are not making the pickups and deliveries. It is merely going
4 over for the trailers and with the trailers. And at the time
5 the San Francisco turn was closed.

6 Now in regard to the pig ramp: I think that was probably
7 our case that you were citing, because we had one just like that.

8 CHAIRMAN KING: The pig ramp is a different case. It is
9 not a connecting carrier case.

10 MR. GALBRAITH: That is what I was going to bring out--that
11 this was a case I pointed out that that pig ramp wasn't a con-
12 necting carrier.

13 But certainly we feel that Acme Fast Freight is a connect-
14 ing carrier when they are giving us freight and it is freight
15 that---

16 CHAIRMAN KING: Don't you split, make a division of revenue
17 with Acme Fast Freight?

18 MR. GALBRAITH: No. This is freight that is coming in by
19 rail from the east.

20 CHAIRMAN KING: I understand that.

21 But they get the tariff to San Francisco and you get the
22 tariff on the truck rate.

23 MR. GALBRAITH: We get our tariff rate from San Francisco.

24 CHAIRMAN KING: From San Francisco to Modesto.

25 MR. GALBRAITH: Yes.

26 CHAIRMAN KING: But wasn't it the argument of the union,

1 if I remember, when we withdrew the case, that connecting
2 carriers as far as the union knew them, the connecting carrier
3 only applied to the terminals in the East Bay? When they went
4 across the Bay, that it was not a connecting carrier. The
5 only exception to the rule was---

6 MR. NUNES: That's right.

7 CHAIRMAN KING: ---that when they had barns on both sides
8 of the Bay the hostlers could pull back and forth and there
9 would be no handling for premium.

10 MR. SLAYBAUGH: There isn't a hostler on that, George.

11 As a matter of fact, I notice here that the motion is
12 predicated on Article 52 Section 2--which is the Trans-Bay
13 operation of a regular driver working the second and third
14 shifts where they can have one or more by mutual agreement with
15 the union.

16 CHAIRMAN KING: Well, if they have this then you have got
17 no problem.

18 MR. SLAYBAUGH: They have this in 70's contract. They
19 don't have it in 85's.

20 CHAIRMAN KING: No. But 70's argument is that they
21 didn't mutually agree to Trans-Bay operators. They have got
22 it with some carriers. They have got a bid position, I think,
23 with PMT, with three Trans-Bay carriers.

24 MR. SLAYBAUGH: They don't have to if it is more than
25 one; if it is more than one, they would have to mutually agree--
26 according to the contract.

G. I.

1 CHAIRMAN KING: Do they run this guy every night, Don?

2 MR. SLAYBAUGH: I don't know.

3 MR. GALBRAITH: Not every night. No.

4 CHAIRMAN KING: How often does this happen?

5 MR. GALBRAITH: I couldn't tell you exactly how often.

6 I think it is quite frequently.

7 Maybe Lou could help us on that. Because, like I men-
8 tioned, if San Francisco is open and the trailers are available,
9 then we bring them into the barn. The hostler only goes between
10 our own two terminals.

11 But when the problem comes up that brought this case in here
12 is when the San Francisco terminal is closed and we still have
13 to get the trailers..

14 MR. SLAYBAUGH: I don't think Local 70 is going to make a
15 claim that going into 85 is outside of their jurisdiction.

16 CHAIRMAN KING: What did you say?

17 MR. SLAYBAUGH: I said: I don't think 70 wants to claim
18 that going over to San Francisco is outside of their jurisdic-
19 tion.

20 CHAIRMAN KING: I don't think so either.

21 But this was the thing that created the problem--because
22 nobody (all the time I knew it) used a connecting carrier be-
23 tween San Francisco and Oakland.

24 Well, we will let them present their case and go from
25 there.

26 MR. HOFMANN: They have already presented it.

1 MR. NUNES: George, getting back to what Mr. Slaybaugh
2 says--that he is basing it on Article 52, "Starting Time -
3 Shifts":---

4 MR. SLAYBAUGH: That is : for perishables that you are
5 transporting, railroad transfer, carloading and switching,
6 Trans-Bay operations.

7 MR. RIGA: Their staring time is 5:00 p.m.

8 CHAIRMAN KING: Well, of course he doesn't do this every
9 night. This wouldn't be a Trans-Bay.

10 Present your case, and we will go from there. That is
11 the best way to do it.

12 MR. RIGA: Are you through with your presentation, "Gabby"?

13 MR. GALBRAITH: Yes.

14 CHAIRMAN KING: I don't know what you guys are thinking
15 about, so go ahead.

16 MR. RIGA: I would like to emphasize that when I was the
17 agent there--it has been about six months since--and Roy has
18 been the agent since this case was held in abeyance at the last
19 JWAC Committee that we had here.

20 At the time I had the barn--which was back in October-
21 November--this man would hostile and he would also go over and
22 deliver only to his terminal. He would never go to another
23 terminal or any other employer under the master freight agree-
24 ment.

25 And when this came up and it was pointed out to the com-
26 pany that this should be a time and a half penalty, this is when

1 the argument came up. And until that October 3rd, 4th and 5th
2 they had never done it before. But the man did go strictly to
3 the O.N.C. terminal in San Francisco and would return.

4 CHAIRMAN KING: He probably wouldn't do it again for six
5 months if 85 guys were available up until 8:30 at night accord-
6 ing to "Gabby"; but after 8:30, if they were available--and up
7 to 8:30 he wouldn't even let your guy do it--he would let the
8 San Francisco guy bring it over.

9 See. This is why you have got a problem.

10 I think the argument before us as far as the union is con-
11 cerned is: Can a connecting carrier from Oakland go to San
12 Francisco?

13 There is no question in my mind that the carloading car-
14 rier company is the connecting carrier. There is no argument.
15 I think you could prove this before any tribunal that he is a
16 connecting carrier.

17 There is a section because of Trans-Bay where the Trans-
18 Bay guy can go with one or more where they use him every night.

19 I think you should present your case and argue about the
20 thing, and see where we go.

21 MR. HOFMANN: They have both presented their cases.

22 CHAIRMAN KING: Put whatever you want to put in there.

23 MR. NUNES: That is about it.

24 MR. RIGA: How about you, Chuck?

25 MR. ROYSTER: No.

26 MR. RIGA: As I stated, the man is going over and making this

1 drop of a van to a consignee or shipper. And this is freight
2 that is originally billed under the Acme Freight. And I would
3 say that this work comes under Acme's jurisdiction--which is
4 Local 85--and not O.N.C.'s jurisdiction until it arrives at
5 their terminal and the line operation commences out of Oakland.

6 And I feel here that this hostler going over there is a
7 customer pickup and delivery. And he should be paid what it
8 specifies under Article 51 Section 8--that he should be paid
9 time and a half.

10 CHAIRMAN KING: All right.

11 Is there anything else anybody wants to put in here?

12 MR. SLAYBAUGH: I just want to ask this: You keep refer-
13 ring to "the consignee" or "the customer".

14 Did you say it was Acme?

15 MR. RIGA: Acme is a customer, actually, you would say
16 of O.N.C. because O.N.C. has this agreement to deliver their
17 freight down in the Valley towns. And the local men and the
18 line operation comes out of Oakland.

19 So as I say, if this hostler is going to make a pickup
20 over there and these vans are loaded by Acme people, then this
21 should be time and a half for the O.N.C. driver.

22 MR. SLAYBAUGH: They go over there and they are loaded by
23 Acme people and brought back.

24 I am a little confused.

25 MR. RIGA: I guess they have empties going over.

26 Is that it, "Gabby"?

1 MR. GALBRAITH: Yes.

2 MR. RIGA: And Acme loads them.

3 MR. GALBRAITH: As I stated earlier, if we have the empties
4 in San Francisco at the time when they are needed, then we will
5 spot them out of San Francisco--as long as San Francisco is
6 open.

7 MR. SLAYBAUGH: To Acme.

8 MR. GALBRAITH: To Acme.

9 MR. RIGA: I would also like to bring up a point of informa-
10 tion.

11 As Acme does have a terminal in Oakland in Local 70's
12 jurisdiction, why doesn't Acme take the vans over to their
13 Oakland terminal? And then there would be no problem. We
14 could pick it up at their Oakland terminal. That is within
15 our local jurisdiction.

16 MR. SLAYBAUGH: I am trying to find out what you do here.
17 I am not really clear on what you do.

18 If you have got an empty van at Local 85, your Local 85
19 man takes it down to Acme where Acme loads it.

20 Then where does it go?

21 MR. GALBRAITH: Then if 85 is still open, if our barn in
22 Local 85's jurisdiction is still open when the trailer is
23 loaded, then we go over with an 85 man and pick it up.

24 CHAIRMAN KING: But the 85 guy that brings it over is not
25 an Acme guy; he is an O.N.C. guy.

26 MR. GALBRAITH: That's right.

1 MR. SLAYBAUGH: Where does the O.N.C. guy come into the
2 picture?

3 MR. GALBRAITH: When the San Francisco barn is closed,
4 then the 70 man comes over.

5 He may come over and pick them up.

6 CHAIRMAN KING: He can come over bobtail.

7 MR. GALBRAITH: He can come over bobtail.

8 MR. SLAYBAUGH: And he pulls it back to Oakland, and he
9 gets it from Acme loaded.

10 MR. GALBRAITH: He doesn't touch any freight.

11 MR. SLAYBAUGH: Where does that freight come from at
12 Acme? Someplace back east?

13 MR. GALBRAITH: Yes.

14 MR. SLAYBAUGH: And when he gets over to Oakland, you
15 deliver it. Is that it?

16 MR. GALBRAITH: Yes. We take it and deliver it to Modesto
17 and points beyond.

18 CHAIRMAN KING: You break some of it over your dock?

19 MR. GALBRAITH: No.

20 CHAIRMAN KING: It is loaded to go.

21 MR. GALBRAITH: Yes.

22 MR. RIGA: I would also like to state that I am pretty
23 sure 85 is getting time and a half when they pull over their
24 San Francisco terminal to Acme.

25 CHAIRMAN KING: That has nothing to do with your agree-
26 ment, though. 85 is operating on a Trans-Bay time and a half

1 agreement. That is not in your contract.

2 MR. RIGA: That is what I am saying. That is why they want
3 to utilize the 70 men, George.

4 CHAIRMAN KING: Don't fight 85's case. Stay to Local 70's
5 case. Because he has already told you if 85 men are available,
6 they will send them over.

7 MR. GALBRAITH: I would like to mention also that we have
8 several runs in South City--in 85's territory--that 70 men pull
9 daily--every day. We send several drivers out of 70 down into
10 South San Francisco.

11 CHAIRMAN KING: Let's not get into that. Let's leave that
12 one out. Let's stay right on this case.

13 MR. GALBRAITH: OK.

14 MR. RIGA: I think the facts have been brought out, George.

15 CHAIRMAN KING: All right.

16 Does anybody else want to put anything else on the record?

17 [No response.]

18 CHAIRMAN KING: Executive session.

19 [Executive session.]

20 MR. ELBERT: I make a motion that, [based on the facts in
21 this case, it is connecting carrier freight and the claim of
22 the union be denied.]

23 MR. SLAYBAUGH: Second.

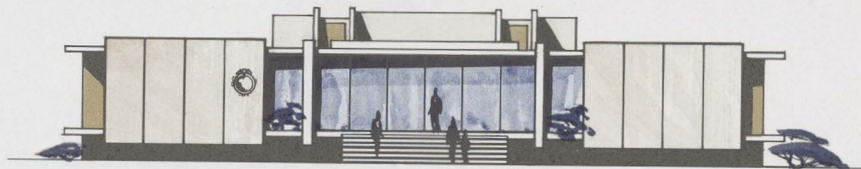
24 CHAIRMAN KING: You have all heard the motion.

25 Those in favor will say "Aye".

26 Opposed?

The motion is deadlocked.

- - -



WESTERN CONFERENCE OF TEAMSTERS

1870 Ogden Drive, Burlingame, California 94010 phone 697-0500



June 16, 1967

TO: ALL PARTIES CONCERNED
FROM: WESTERN MASTER FREIGHT DIVISION
SUBJECT: CORRECTION IN MAY, 1967 JWAC MINUTES
CHANGE OF OPERATIONS CASE #11-6-2612

The above case was incorrectly reported in the Minutes of the
May, 1967 Joint Western Area Committee as having been approved.

The correct motion is as follows:

M/m/s/and DEADLOCKED that this committee approve
the operational change as requested and clarified on the
record; the affected drivers at Seattle and La Grande
to be offered employment at Portland under the provisions
of Article 5, Section 6 (b) (2) and applicable seniority
rules; to be effective no sooner than June 15, 1967.

PLEASE CORRECT YOUR MINUTES.

EH/len

1 CASE #5-7-3050

MAY 11 1967

2:32 p.m.

2 --oOo--

3 LOCAL 70, Oakland, California, and

4 T.I.M.E. FREIGHT.

5 SPECIALLY-APPOINTED COMMITTEE

6 UNION COMMITTEE:

EMPLOYER COMMITTEE:

7 GEORGE KING, Chairman
8 FRED HOFMANN

DEWEY ELBERT
DCN: SLAYBAUGH

9 APPEARANCES:

10 JOE ARINO appeared on behalf of Local 70.

11 ED ELSNER and ROSS CARROLL appeared on behalf of
12 the employer.

13 - - -

14 CHAIRMAN KING: Do you gentlemen want to proceed?

15 The union is the moving party. Do you want to present your
16 case.

17 Go ahead.

18 MR. ARINO: Yes. On February 25 T.I.M.E. Freight--this
19 was a Saturday--called three employees at home to come in at
20 5:00 p.m. The three employees were ordered by the company to
21 go from the yard to Port Chicago, pick up an empty trailer,
22 go to Riverbank, load empty shell casings and return to the
23 yard.

24 The company has told the union that they brought the guys
25 in for hostling work. But this is not hostling work at all.
26 And these guys are strictly day drivers. They have been driving

1 in the daytime for a couple of years.

2 And Article 51 Section 8 states "hostling". And the men
3 were not brought in for hostling, but were sent to Port Chicago
4 and Riverbank.

5 Article 52 Section 1 says: "Regular starting time shall
6 be 8:00 a.m., seven (7) days a week."

7 Article 53 Section 3 states: "Overtime at the rate of
8 time and one-half (1 1/2) shall be paid for all work performed
9 before regular starting time or after regular quitting time for
10 all employees."

11 Being that these men are all daytime drivers, they have an
12 8:00 a.m. starting time.

13 The supervisor, Art Jones, when he talked to these men
14 told them not to punch in; that they would be paid from 8:00
15 a.m.

16 Later on when we confronted Art Jones with this, he denied
17 the fact that he made that statement.

18 Now the company did pay the employees from 5:00 p.m. at
19 the hostling rate or the doubles rate; but from 5:00 p.m. on,
20 not from 8:00 a.m. And the union is requesting the employer to
21 pay the man from 8:00 a.m. in the morning until 5:00 p.m.--or
22 another eight hours' pay.

23 CHAIRMAN KING: OK.

24 The employer's position.

25 MR. ELSNER: OK. The call was received at 3:40 in the
26 afternoon--an emergency call out of Riverbank to pick up three

1 loads and to bring empties in.

2 We have three individuals, we have worked three men during
3 the day. They had gone home when this thing was finally set up.
4 Art Jones went to the terminal about 5:00 o'clock and placed
5 these men on call, brought them in. He sent them bobtail without
6 any equipment except tractors to Port Chicago--at which point
7 they hooked up an empty trailer.

8 They proceeded to Riverbank. They dropped their empty
9 trailer; they each picked up a sealed load that was already
10 government-sealed moving under GBL and returned to the yard.

11 Our position is that this is strictly hostling work ac-
12 cording to Article 51 Section 2 providing you pay the time and
13 a half.

14 We work on a wheel in our yard--and these three men who
15 were called were the next three men up on rotation--regardless
16 of whether they are day men, night men, what-have-you. We have
17 the three shifts, as I say. This was an emergency call.

18 I have a letter on file from Norris Industries at River-
19 bank to the effect that they will call us on short notice, in
20 a few hours' notice.

21 And our position is that we paid these men correctly.

22 Mr. Carroll may have something to add to this. He was our
23 senior dispatcher down there on this particular instance.

24 MR. CARROLL: The only thing I have to add is that we do
25 work a three-shift operation; that there was no freight handled
26 and that we do work a wheel on Saturday and weekend work. And

1 the fact that these men were day drivers was only because it
2 was their turn on the wheel. We have worked Saturdays and
3 Sundays continuously around the clock, have paid the men at
4 the time-and-a-half rate from the day shift to swing shift or
5 the graveyard shift in the past. And I saw nothing wrong with
6 the operation. They were paid from the time they started until
7 the time they finished at time and a half.

8 CHAIRMAN KING: Any questions?

9 MR. HOFMANN: Yes.

10 You had some people working on that day that were entitled
11 to that wheel?

12 MR. CARROLL: Oh yes.

13 MR. HOFMANN: What time did they work to?

14 MR. CARROLL: We had one crew that worked 8:00 to 5:00;
15 and then we relieved them with the next three men that went
16 out on this thing.

17 MR. HOFMANN: And you said you got a call in at 3:40.

18 Why didn't you use the same guys on those hauls?

19 MR. CARROLL: They had a full shift in, for one thing.

20 And the next three men were due out. It was a different shift.

21 MR. ELSNER: The call was received at 3:40 at home. By
22 the time the operations manager, Art Jones, got down to the
23 yard he had expected to use line drivers to handle this pickup..
24 But no line drivers were in--at which time he placed these boys
25 on call.

26 MR. SLAYBAUGH: Mr. Chairman.

1 CHAIRMAN KING: Yes.

2 MR. SLAYBAUGH: I have a question.

3 Number one: Do you have line drivers in 468?

4 MR. ELSNER: No.

5 MR. SLAYBAUGH: No line drivers.

6 Now first of all, they went to Port Chicago, bobtailed to
7 Port Chicago.

8 MR. ELSNER: Right.

9 MR. SLAYBAUGH: So it was Local 315's jurisdiction.

10 MR. ELSNER: Right.

11 MR. SLAYBAUGH: And they went down to Riverbank. Isn't
12 that by Modesto?

13 MR. ELSNER: Right.

14 MR. SLAYBAUGH: And then brought it back to your terminal
15 here in Oakland?

16 MR. ELSNER: Right.

17 MR. CARROLL: I might be able to clarify that just a little
18 bit.

19 We have a terminal at Port Chicago where we drop ammuni-
20 tion trailers. And when Port Chicago unloads these trailers,
21 they call us and tell us when they are empty.

22 We had no empty available trailers at the yard. This
23 Riverbank place is a place where trailers are loaded.

24 MR. SLAYBAUGH: That is the Thermalito plant. Isn't it?

25 MR. CARROLL: Yes. It is out of Riverbank.

26 MR. SLAYBAUGH: Let me ask you this: Do you always go over

1 to Port Chicago and then on to Riverbank with local men?

2 MR. ELSNER: Normally these are handled by line drivers
3 who take empties from this terminal to Riverbank, drop, pick
4 up sealed loads. There is no work performed at Riverbank by
5 any drivers. It is all government loaded and sealed.

6 MR. SLAYBAUGH: Then usually you will have a line driver
7 go over there to pick it up.

8 MR. ELSNER: That's right.

9 MR. HOFMANN: A sleeper driver, isn't it?

10 MR. ELSNER: Division driver.

11 MR. CARROLL: All our division drivers are out of Los Ange-
12 les. From Los Angeles they come up here, take an empty to
13 Riverbank, hook up an empty and go on to L.A.

14 There were no line drivers available this day.

15 MR. ELSNER: The three boys came back here.

16 If this Committee would like,---

17 MR. SLAYBAUGH: Do you usually have loads come back here
18 from Riverbank?

19 MR. ELSNER: This was an emergency call, as stated in this
20 letter.

21 MR. CARROLL: The reason for this particular move was that
22 Riverbank had these emergency loads to load for Little Rock,
23 Arkansas. And they had no empty trailers.

24 The trailers that they have over there--the ones that we
25 normally supply them with--were loaded. We had no line drivers
26 out of Los Angeles with available hours; so therefore, we had to

Dispute tion in accordance with the agreement for the mileage from Flagstaff, Arizona to Albuquerque, New Mexico and return.

DECISION: (Main Committee - Transcript Page 557 - 5/12/67)
M/m/s/c that if Miller and Dobie had a trailer destined beyond Flagstaff, that the claim be allowed.

Case # Local 180, Los Angeles, California, and
5-7-2988 Navajo Freight Lines, Inc.

O-T-R Local 180 takes the position that the Company owes R.S. Conklin
Dispute and G. R. Hawn, eight and one-half (8-1/2) hours pay at the rate of \$3.25 per hour, a total sum of \$27.63 due each man on January 11, 1967. They arrived at Amarillo at 12:16 a.m. and departed at 8:47 a.m. with trailer that was ready and available upon arrival.

DECISION: (Main Committee - Transcript Page 121 - 5/9/67)
M/m/s/c based on the facts in this particular case, the claim of the Union is upheld.

Case # Local 180, Los Angeles, California, and
5-7-2989 Navajo Freight Lines, Inc.

O-T-R Local 180 takes the position that the Company owes Rupert Conklin
Dispute and C. Dwyer, eleven hours abuse of time in Amarillo on 1/28/67.

DECISION: (Main Committee - Transcript Page 126 - 5/9/67)
M/m/s/c the claim of the Union be upheld.

Case # Local 180, Los Angeles, California, and
5-7-2990 Pacific Intermountain Express

O-T-R Local 180 takes the position that Jack Smiley is entitled to one-half
Dispute hour pay at \$3.25 per hour, a total of \$1.63. Enroute delay - Highway Patrol halted traffic to clear up accident near Green River - Paylog 178083.

DISPOSITION: Settled and Withdrawn.

O-T-R
Dispute Local 180 takes the position that this team is entitled to compensation in accordance with the agreement for the mileage from Flagstaff, Arizona to Albuquerque, New Mexico and return.

DECISION: (Main Committee - Transcript Page 557 - 5/12/67)
M/m/s/c/ that if Miller and Dobie had a trailer destined beyond Flagstaff, that the claim be allowed.

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DISPOSITION: Settled and Withdrawn.

1 deal that the guys were brought in as hostlers--the minute the
2 grievance was filed. Before that they were drivers; and as
3 soon as the grievance was filed--and I talked to Ed. He said:
4 "They are hostlers."

5 MR. ELSNER: It is pretty clear, though.

6 MR. SLAYBAUGH: He said that Nunes has been at their
7 barn; that Nunes understands this and has gone along with the
8 idea of allowing the guys to pick up there.

9 MR. ARINO: No. Nunes doesn't allow any deviating from
10 the contract.

11 CHAIRMAN KING: Are there any other questions of the par-
12 ties?

13 [No response.]

14 CHAIRMAN KING: If not, we will go into executive session,
15 [Executive session.]

16 MR. HOFMANN: I move that the union claim be upheld.

17 CHAIRMAN KING: Second.

18 You have heard the motion. All in favor say "Aye".

19 Opposed?

20 The motion is carried.

21 - - -
22
23
24
25
26

MINUTES OF MEETING
JOINT WESTERN AREA COMMITTEE

MAY 8, 9, 10, 11, & 12, 1967

SIR FRANCIS DRAKE HOTEL
SAN FRANCISCO - CALIFORNIA

The Joint Western Area Committee convened at 2:00 p.m., Monday, May 8, 1967, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating Chairmanship rule of the committee, the Employers named as Chairman of the Joint Committee, Mr. R. S. McIlvennan.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of February 13-14-15-16-&-17, 1967, were approved.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The May, 1967 Agenda was approved as revised.
4. The previous committees remained the same with the following exception. Allan Griggs was named by the Union to replace John LaNear.
5. The Full Committee Meeting adjourned at 3:15 p.m.

JWAC Minutes
May 8-9-10-11-&-12
1967

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Salt Creek Freightways, Inc.
8-6-2582

Change of Operation Local involved: 307, Casper, Wyoming

Clarification Local 307 requests an interpretation of seniority status and grandfather rights for the former Riverton Big Horn Freight Line drivers set forth in Change of Operations Case #8-6-2582.

DECISION: (Change of Operations Committee - Transcript Page 152 - 5/10/67) M/m/s/c/ that the decision of this committee originally made - - that the seniority of the Riverton Big Horn employees be dovetailed with the seniority of the Salt Creek employees - - be reaffirmed and that the resulting seniority list established be the seniority rights of the employees for all purposes.

Case # Consolidated Freightways
11-6-2612

Change of Operations Locals involved: 483, Boise, Idaho
741, Seattle, Washington
900, Pendleton, Oregon

Proposed Operation:

- (1) The Company requests the right to eliminate the assigned division runs between Seattle and La Grande.
- (2) Eliminate the assigned turnaround run between La Grande and Boise.
- (3) Freight normally moved on this operation will be routed through our Portland terminal for handling with any overflow being moved by other existing operations.

DECISION: (Change of Operations Committee - Transcript Page 160 - 5/11/67) M/m/s/c/ that this committee approve the operational change as requested and clarified on the record; the affected drivers at Seattle and La Grande to be offered employment at Portland under the provisions of Article 5, Section 6 (b) (2) and applicable seniority rules; to be effective no sooner than June 15, 1967.

JWAC Minutes
May 8, 9, 10, 11, & 12,
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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case #
11-6-2613

Consolidated Freightways

Change
of
Operations

Locals involved: 148, Wenatchee, Washington
690, Spokane, Washington
741, Seattle, Washington

Proposed Operation:

- (1) The Company requests the right to eliminate the assigned turnaround run between Seattle and Wenatchee.
- (2) Eliminate the assigned turnaround run between Spokane and Wenatchee and/or Moses Lake.
- (3) Eliminate the Spokane domicile portion of the Seattle-Spokane operation.
- (4) Change the Seattle-Spokane operation to function on the basis of two per day, five days a week with the drivers being domiciled in Seattle.
- (5) Permit the Seattle-Spokane operation to be run:
 - (a) Directly between Seattle and Spokane, or
 - (b) Between Seattle and Spokane via Moses Lake and/or Wenatchee and/or other intermediate points.
- (6) Freight over and above these two runs may be moved on either extra schedules or other existing operations.

DECISION: (Change of Operations Committee - Transcript Page 146 - 5/10/67)
M/m/s/c/ that the Company's request for Change of Operations in Case #11-6-2613 be approved as amended and clarified on the record; the change to be effected no earlier than June 15, 1967.

Case #
11-6-2614

Consolidated Freightways

Change
of
Operations

Locals involved: 81, Portland, Oregon
900, Pendleton, Oregon

Proposed Operation:

- (1) The Company requests the right to eliminate the present division assigned runs between Portland and La Grande.
- (2) Eliminate the present assigned turnaround runs between La Grande and Boise.
- (3) Establish a Portland-Boise division operation with the drivers domiciled in Portland. This is to be run on the basis of five days per week.

DECISION: (Change of Operations Committee - Transcript Page 99 - 5/10/67)
M/m/s/c/ in Case #11-6-2614 the operational change requested be approved as modified and clarified on the record; that the displaced drivers at La Grande and Boise be offered employment opportunities in Portland under the provisions of Article 5, Section 6 (b) (2) and applicable seniority rules; this change to be effective no earlier than June 15, 1967.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Consolidated Freightways
2-7-2750

Change of Operations Locals involved: 150, Sacramento, California
468, Oakland, California
483, Boise, Idaho
533, Sparks, Nevada
983, Pocatello, Idaho

Proposed Operation:

The Company requests the right to change the Reno Over-The-Hill run. Eliminate the present relay operation. Those employees affected will be given the opportunity to transfer to San Leandro in accordance with the terms of the National Master Freight Agreement and Western States Area Over-The-Road Supplemental Agreement.

DISPOSITION: (Change of Operations Committee - Transcript Page 83 - 5/10/67)
Postponed.

Case # Western Gillette, Inc.
2-7-2757

Change of Operations Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California
467, San Bernardino, California
468, Oakland, California
492, Albuquerque, New Mexico
577, Amarillo, Texas
745, Dallas, Texas

The relay operation between Miami, Oklahoma and Phoenix, Arizona, over U.S. Highway 66 and Interstate 40 will consist of traffic moved by the Company between Miami, Oklahoma and terminals east of that point and north and south, including intermediate points.

The Company proposes to set up a relay operation that will operate on the one hand from Miami, Oklahoma to Groom, Texas.

As discussed at the meeting in Tucson, January 10/67, Western Gillette, Inc. would propose to establish a schedule over Interstate 10 and 15 and Highway 66 between Los Angeles and Barstow, California. This run would meet a schedule out of Kingman on a turnaround basis, at Barstow, California.

DECISION: (Change of Operations Committee - Transcript Page 62 - 5/9/67)
M/m/s/c/ to approve the operational change as clarified on the record.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # United-Buckingham Freight Lines
2-7-2889

Change of Operations Locals involved: 81, Portland, Oregon
741, Seattle, Washington

United-Buckingham Freight requests approval of a Change of Operation to establish a turnaround run which will run the triangle formed by the towns of Portland, Oregon, Seattle, Washington and Hoquiam, Washington.

DECISION: (Change of Operations Committee - Transcript Page 8 - 5/9/67)
M/m/s/c/ that this case, #2-7-2889 be continued in the jurisdiction of this committee until the August session.

Case # Local 307, Casper, Wyoming
2-7-2924

Change of Operations Company involved: Consolidated Freightways

Clarification Local 307 requests interpretation of seniority status and rights of former Consolidated drivers employed by Salk Creek Freightways after Intra-State rights being purchased.

DECISION: (Change of Operations - Transcript Page 157 - 5/10/67)
M/m/s/c/ that Mr. Poultu has no super seniority rights on the Casper-Rawlins run and that his seniority date for all purposes as an employee of Salt Creek Freightways is May 1, 1967.

Case # Cal-Pacific Truck Lines
5-7-2927

Change of Operations Locals involved: 85, San Francisco, California
986, Los Angeles, California

We request permission to transfer one line driver and tractor to our Bell, California terminal and operate our dock to dock operation on a turnaround basis with San Luis Obispo being the turning point.

DECISION: (Change of Operations Committee - Transcript Page 5 - 5/9/67)
M/m/s/c/ that the request be approved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Helphrey Motor Freight
5-7-2928

Change of Operations Locals involved: 81, Portland, Oregon
148, Wenatchee, Washington
524, Yakima, Washington
690, Spokane, Washington
741, Seattle, Washington

We desire to eliminate two line driver bids with the bid drivers now domiciled at Yakima, Washington. One of these drivers is bid Yakima-Portland-Yakima and the other one Yakima-Seattle-Yakima. We wish to change these runs to Portland-Yakima-Portland and Seattle-Yakima-Seattle with the domicile being in Portland and Seattle to run on an "if and when they run" basis.

DECISION: (Change of Operations Committee - Transcript Page 84 - 5/10/67)
M/m/s/c that the operational change in Case #5-7-2928 be approved as amended and clarified on the record; to be effected no earlier than June 1, 1967; that the displaced Yakima driver be offered work opportunities in Portland in accordance with Article 5 Section 6 (b) (2) and that if the change is effected prior to June 15, 1967 the driver moving to Portland shall have his room rent paid from the date he moves up to and including June 15, 1967.

Case # Illinois-California Express
5-7-2929

Change of Operations Locals involved: 180, Los Angeles, California
492, Albuquerque, New Mexico
577, Amarillo, Texas
710, Chicago, Illinois
961, Denver, Colorado

I.C.X. requests a Change of Operations in order to operate over Highway #66 between Los Angeles, California and Chicago, Illinois, involving intermediate points at Albuquerque, New Mexico and Amarillo, Texas.

DECISION: (Change of Operations Committee - Transcript Page 39 - 5/9/67)
M/m/s/c that the operational change requested in Case #5-7-2929 be approved as clarified on the record and in the Company's Exhibit No. 1, with the following provisos:
(1) The Company shall offer fifty-six driving positions in L.A. for bid to the Company's Denver east and west board drivers on the basis of Company seniority;
(2) The successful bidders shall then be dovetailed on the basis of their Company seniority and shall be placed on the L.A. board in that order as among themselves;
(3) The drivers moving to L.A. shall have their full company seniority for layoff and vacation purposes, but for work selection purposes they shall fall below the present L.A. drivers who have seniority dates of earlier than January 1, 1967. They shall have full preference for all purposes over the present L.A. drivers hired after January 1, 1967; (4) If this change results in layoff of drivers at Albuquerque within 60 days of the effective date of the change, the Albuquerque board shall be entitled to bid and claim the same number of positions in Los Angeles on the same basis as the Denver drivers.

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Case # Navajo Freight Lines, Inc.
5-7-2930

Interpre- Local involved: 180, Los Angeles, California
tation 961, Denver, Colorado
Case #
8-4-1462

Local 180 is taking the position that Navajo Freight Lines is in violation of the Change of Operations decision. Whereas, they are only allowed two trucks on the Denver-Los Angeles run. They are using an excess amount of trucks on this run, pulling loads that are destined for other points, other than Denver. We are requesting the Company produce the records.

DECISION: (Change of Operations Committee - Transcript Page 10 - 5/9/67)
M/m/s/c/ that in view of the fact that subsequent changes of operations outside the Western Conference area have taken place which have affected the intent of the operational change Case #8-4-1462, that this committee directs the Company and Locals 180 and 961 to sit down and work out an equitable operating procedure for Denver to L. A. and L. A. -to-Denver operations and the Company shall produce any necessary dispatch records that are required to establish equitable operating procedures forthwith; and this committee will retain jurisdiction until August. And failure of the Company and the two Local Unions to work out an equitable solution by that time will leave this committee no alternative but to provide them with a solution.

Case # Nevada Truck Lines, Inc.
5-7-2931

Change of Operations Local involved: 533, Sparks, Nevada

Because of the limited amount of short line work involved, the Company seeks appropriate relief to permit the employment of a driver on the dock during the remaining hours of the workday.

DECISION: (Change of Operations Committee - Transcript Page 80 - 5/10/67)
M/m/s/c/ to refer the matter back to the parties for negotiated settlement, inasmuch as this is not a proper Change of Operations.

Case # O. N. C. Motor Freight System
5-7-2932

Change of Operations Locals involved: 231, Bellingham, Washington
741, Seattle, Washington

At meetings held by the Company with Local 741 and 231, it was mutually agreed by all parties that the effective date of take-over by O.N.C. of the temporary authority would be april 24, 1967. It was further agreed that all Lynden employees going to work for O.N.C. would be dovetailed in accordance with years of seniority into the present O.N.C. seniority list at the respective terminals forming one master seniority list by classification at each terminal.

DECISION: (Change of Operations Committee - Transcript Page 2 - 5/9/67)
M/m/s/c/ based on the statements of the Local Union present and the Company and the exhibit, the requested change be approved.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 104, Phoenix, Arizona
5-7-2933 Local 224, Los Angeles, California

Change of Operations Company involved: Pacific Motor Trucking Company

Local 104 requests that Pacific Motor Trucking be directed to discontinue its present method of Over-The-Road operations and institute Desert-Center turns in its stead until such time as all provisions of the Agreement have been complied with.

DISPOSITION: This case was referred to the Main Committee where it was Withdrawn without prejudice.

Case # O. N. C. Fast Freight
5-7-3042

Change of Operations Local involved: 741, Seattle, Washington

Clarification On behalf of A. Gileck, Seattle line driver for O.N.C., Local 741 requests runaround pay in the amount earned by Bill Adams, on 3-24-67. The Company cancelled the Seattle-Aberdeen turn and ran the Astoria bid man into Seattle and used the Seattle-Aberdeen bid man on a Seattle-Aberdeen, Portland-Seattle loop. This is a violation of an approved Change of Operation, and also a violation of agreed upon dispatch rules.

DECISION: (Change of Operations Committee - Transcript Page 192 - 5-11-67)
M/m/s/c/ that the method of dispatch in this instant case violated the approved Change of Operations.

Case # Thunderbird Freight Lines, Inc.
5-7-3043

Change of Operations Locals involved: 104, Phoenix, Arizona
224, Los Angeles, California

We have requested of Local 104 that we be allowed to run eight Desert Center turns per week of seven days. These eight runs to be split in not over two days, or a limit of both two days and eight runs in any seven days.

DISPOSITION: (Change of Operations Committee - Transcript Page 82 - 5/10/67)
Withdrawn without prejudice.

CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-7-3090

Pacific Motor Trucking

Change
of
Operations

Local involved: 224, Los Angeles, California

Request to clarify the application of seniority when the mail
run board and the L.T.L. board are merged.

DECISION: (Change of Operations Committee - Transcript Page 130 - 5/10/67)
M/m/s/c/ that the freight seniority list and the mail seniority list of Pacific Motor
Trucking at its Los Angeles terminal be merged and the basis for merger be the
bidding or work selection date of the respective employees on each list; that a single
list be prepared showing such dates and those dates shall hereafter determine the
employees' seniority for all purposes except length of vacation.

DECISIONS OF MULTI-CONFERENCE COMMITTEE
CHANGE OF OPERATIONS CASES - DALLAS, TEXAS, MAY 17, 1967

JWAC Case #2-7-2757
WESTERN GILLETTE, INC., and

Local 104	-	Phoenix, Arizona
Local 224	-	Los Angeles, California
Local 467	-	San Bernardino, California
Local 468	-	Oakland, California
Local 492	-	Albuquerque, New Mexico
Local 577	-	Amarillo, Texas
Local 745	-	Dallas, Texas
Local 823	-	Joplin, Missouri
Local 941	-	El Paso, Texas

DECISION:

On the proposed Change of Operation as amended at this point by Western Gillette, the decision is that the Change of Operation will be approved subject to the limitations and exceptions hereinafter noted. Such as, the effective date of the change of operation will be June 1, 1967. People will be given opportunity and notice of where they have an opportunity to go and how they will go and where they will operate to, and be given a choice by seniority to bid on those positions. Specifically, there will be two people out of the seniority board at Pecos, Texas, and six people out of the seniority board at Dallas, Texas by seniority will have an opportunity to bid on positions at Groom, and Grants, N. M. Two people out of the seniority roster at Dallas will have an opportunity to bid in positions at Miami, Oklahoma. Miami, Oklahoma positions will go there with full Company seniority for layoff purposes they will go on the bottom of the board there for bidding purposes, but Miami has a first in, first out rotating board, so they will go there and operate on that rotating board on the first in first out basis. They will carry their full Company seniority for layoff purposes. Any employees needed to operate the operation between Miami and Groom, Texas, half of that number will go from Dallas seniority board. This includes any persons needed to handle this operation for 120 days from June 1, 1967. Any additional people needed to perform the operation in Groom or Grants, east from Grants will come out of the seniority boards on a prorata basis from Pecos and Dallas, and if they are moved within a period of one year from June 1, 1967 they will have their moving expenses paid. After a period of one year from June 1, 1967 they will simply go on their own. Speaking of moving expenses paid, the Employer is to pay their hotel room for a period of thirty days or until they get moved, whichever occurs first, and they will pay the moving expenses outlined in the contract at such time of the move. The provision for paying moving expenses for employees moved under this proposed change applies to all people moved in all the operations from Phoenix, El Paso, as well as those already named, including the payment of moving expenses into the new operation for a period of one year from June 1, 1967, although it is agreed that no people will move into the Miami operation after 120 days from June 1, 1967. The people who will be domiciled in Grants, N. M., operating east will operate in Grants under the Western Conference Agreement. Under that Agreement they will carry master seniority as long as they stay on the operation, and of course since they will be the only people there operating from Grants east people who move into Grants, N. M. operating west will - - - - - ***

The drivers moving from El Paso to Grants, N. M. to work west of Grants will go into Grants with their full El Paso terminal seniority. The drivers moving from Phoenix to Kingman will move into Kingman in accordance with the seniority rules in effect in the area, which is in the jurisdiction of Local 104. The same opportunity for employment in Grants to work west as well as Kingman will be offered to the El Paso domiciled drivers at Grants and the Phoenix domiciled drivers for Kingman on the same basis in the same manner as established for the people moving into Grants to work east and Groom out of Dallas and Pecos.

*** Party reporting Minutes reports transcript tape "inaudible".

DECISIONS OF MULTI-CONFERENCE COMMITTEE

CHANGE OF OPERATIONS - DALLAS, TEXAS, MAY 17, 1967 - (Continued)

JWAC CASE #5 - 7 - 2929

ILLINOIS-CALIFORNIA EXPRESS , and

Local 180	-	Los Angeles, California
Local 104	-	Phoenix, Arizona
Local 577	-	Amarillo, Texas
Local 745	-	Dallas, Texas

DECISION:

The Change of Operations as presented in Case #5-7-2929 on Page 5 of these JWAC Minutes was approved.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 208, Los Angeles, California, and
11-6-2635 Crescent Truck Lines

P & D On 8/5/66 the Company used an employee who is not a member
Dispute of Local 208 to go and unload a load of cookies at El Cajon.
The employee's name is Dale Atherton. We claim 1-1/2 hours
at 1-1/2 times his rate; a total of \$8.07.

DECISION: (Main Committee - Transcript Page 508 - 5/12/67)
M/m/s/c/ based on the facts in this case the claim be denied, and this is not a
precedent setting case.

Case # Local 70, Oakland, California, and
11-6-2658 Transcon Lines

Joint On weekends (Saturday & Sunday) Company refuses to put hostler
Council 7 on duty to hostile line equipment. Union requests day's pay for
Dispute each shift that this was done and for the Company to put local
people on this job in the future. Pay to be for man on a wheel
Interpre- basis as practice.
tation

DISPOSITION: Postponed.

Case # Local 839, Pasco, Washington, and
11-6-2707 Consolidated Freightways (Bulk)

Tanker Maintenance of Standards in regards to having a mechanical
Dispute cooling system or an air conditioning in all sleeper cabs 1964
or newer, as in old agreement.

DISPOSITION: Postponed.

Case # Local 70, Oakland, California, and
11-6-2725 Navajo Freight Lines

Joint On September 15, 1966, a Navajo sleeper team came to Oakland,
Council 7 dropped trailer. They bobtailed to South San Francisco, picked
Dispute up an empty reefer and returned to the Oakland yard to fuel.
They then proceeded to Modesto. Claim a day's pay for man on
layoff or man out of hiring hall.

DECISION: (Main Committee - Transcript Page 107 - 5/9/67)
The case is settled with the understanding that a sleeper team cannot go from Oakland
to San Francisco or South San Francisco and back to the Oakland terminal. This
does not preclude an enroute or via dispatch as long as he does not come back to Oakland.

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Case # Local 208, Los Angeles, California, and
2-7-2781 Panda Terminals

Discharge The Local Union contends that on Friday, December 2, 1966, Panda Terminals refused to put Lou Jenkins back to work. Also on December 6, 1966, the Company again refused to return Lou Jenkins back to work. We claim one day's pay at \$3.465 per hour, for the eight hours, totaling \$27.72 per day, for all days that the Company refuses to put Lou Jenkins back to work.

DECISION: (Main Committee - Transcript Page 463 - 5/11/67)
M/m/s/c/ that the Company be instructed to re-bid immediately and that any money claim is denied.

Case # Local 208, Los Angeles, California, and
2-7-2783 Smith Transportation

P & D Evan Jones having an established 7:00 a.m. bidded position
Dispute (Harbor), and, whereas, during the period from the inception of this bid, the employer having maintained a consistent and repeated practice of relieving Jones prior to the completion of his duties, related to this bid.

For and on behalf of Jones, the Local Union requests that the employer be directed to refrain from the above stated practice. The Local Union further requests that Jones be compensated in the amount he would have earned had he been correctly worked during the period set forth herein.

DECISION: (Committee for Local Operations - Transcript Page 19 - 5/9/67)
M/m/s/c/ that the Company shall produce the necessary records at its Los Angeles terminal covering the period from June 22, 1966 through October, 1966 on or before May 26, 1967. Where the records show that both employees (Stemporosky and Jones) would have gone into overtime or were on overtime at the time Jones was relieved, then Jones shall be compensated for such time. If there is any further dispute in this matter, it shall be referred back to this committee.

Case # Local 357, Los Angeles, California, and
2-7-2792 Los Angeles - Seattle Motor Express

P & D The L. A. -Seattle Motor Express Company has employed casuals
Dispute (6 men for 12-13-11 and 10 days) in one month. This has been going on since July thru October, 1966. The Local Union feels that this is in violation of contract due to the fact that they used other casuals on days that these men did not work.

DECISION: (Committee for Local Operations - Transcript Page 240 - 5/11/67)
M/m/s/c/ that the Company be instructed to comply with Article 3, Section 2 of the Master Agreement with regard to the use of casuals as replacements for regular employees. The request of the Union that at least five more men be hired on the day shift is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 357, Los Angeles, California, and
2-7-2793 Milne Truck Lines

P & D For and on behalf of Raymond Price: "I feel that if all the work
Dispute Mr. Zimmerman the Supervisor does of ours, it would end up
to at least one hour every night. He was helping tarp 434, Stone,
a Local 208 man, was on one side while Zimmerman tied down
the other. If they had not done this work I would most likely have
made the overtime. Therefore, I am asking one hour overtime
in the amount of \$5.38.

DECISION: (Committee for Local Operations - Transcript Page 104 - 5/10/67)
M/m/s/c/ that the claim of the employee be denied and that the Company be instructed
to comply with Article 38 of the Western States Area Pick-Up & Delivery Local Cartage
and Dock Workers Supplemental Agreement.

Case # Local 357, Los Angeles, California, and
2-7-2795 Smith Transportation Company

P & D Local 357 has requested Smith Transportation Company for a list
Dispute of four hour casuals they have been using for a period of August,
September and October, 1966.
The Company refused to do this, therefore, we are filing this
grievance because the Company is not giving us equal opportunity
to fill their casual requests and this Company uses a number of
four hour casuals five days a week.

DECISION: (Committee for Local Operations - Transcript Page 1 - 5/9/67)
M/m/s/c/ that Smith Transportation be instructed to give the Local Union equal
opportunity to provide applicants for employment. Under Article 42, Section 6,
Examination of Records, when records are to be made available they are to be made
available at the local terminal of the Company.

Case # Local 357, Los Angeles, California, and
2-7-2796 Transcon Lines - Rivera

P & D Local 357 has requested that Transcon Freight Lines furnish us
Dispute with a list of casuals they have been using for a period from
January 1, 1966 to September 1, 1966. The Company refused to
do this, therefore, we are filing this grievance because the Company
is not giving us equal opportunity to fill their casual requests and
this Company uses a number of casuals 5 days a week.

DECISION: (Committee for Local Operations - Transcript Page 25 - 5/9/67)
M/m/s/c/ the committee will retain jurisdiction over this case for ninety days and
the parties are instructed to work out a solution in the meantime.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
2-7-2797 Valley - Copperstate

P & D Complaint By McTier: "From January 17/66 to the present time
Dispute (December) my seniority has been violated. I bid three axle in
the yard, and so did Dave Harlow. Company has brought in junior
men to work 45 minutes each day at premium time, therefore, I
am claiming all money earned by Dave Harlow who is a junior man
to me.

DECISION: (Committee for Local Operations - Transcript Page 84 - 5/9/67)
M/m/s/c/ that due to the fact that there was a bid posted 1/18/66 for a five-axle spot
on which no bids were submitted and D. Harlow was assigned the claim of the Union be
denied.

Case # Local 357, Los Angeles, California, and
2-7-2798 Williams Transportation

P & D For and on behalf of Local 357 members: On or about 10/1/66
Dispute Williams Transportation Company hired a new employee for swamping
on the day shift. This man has swamped for the Company over
60% of the time. This is a new position and starting time, it should
be posted for bid as per the Union Contract so all seniority employees
will have the opportunity to bid if they so desire.

DECISION: (Committee for Local Operations - Transcript Page 219 - 5/10/67)
M/m/s/c/ that this case be referred back to the parties for possible solution with the
committee to retain jurisdiction.

Case # Local 81, Portland, Oregon, and
2-7-2803 Portland - Seattle Auto Freight

O-T-R Company requested permission to inaugurate piggy-back service
Dispute between Portland and Seattle and Seattle and Portland. Union
stipulated certain conditions against such operations. The Company
then filed a grievance protesting the Union's interpretation.

DISPOSITION: (Main Committee - Transcript Page 106 - 5/9/67)
Withdrawn without prejudice by the Company.

Case # Local 222, Salt Lake City, Utah, and
2-7-2815 Consolidated Freightways

Master The Union contends that Consolidated Freightways has been violating
Dispute Article 32 of the National Master Freight Agreement by using the
services of Barton Truck Lines for pick-up and delivery of freight
which could have been and should have been handled by Consolidated
employees.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
2-7-2816 Garrett Freight Lines

Master The Union contends that Garrett Freight Lines has been violating
Dispute Article 32 of the National Master Freight Agreement by using
the services of Barton Truck Lines for the pick-up and delivery
of freight which could have been and should have been handled by
Garrett employees.

DISPOSITION: Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
2-7-2821 I. M. L. Freight

Master The Union contends that I. M. L. Freight has been violating
Dispute Article 32 of the National Master Freight Agreement by using the
services of Barton Truck Lines for the pick-up and delivery of
freight which could have been and should have been handled by
I. M. L. employees.

DISPOSITION: Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
2-7-2822 P. I. E.

Master The Union contends that P. I. E. has been using the services of
Dispute Barton Truck Lines for the pick-up and delivery of freight which
could have been and should have been handled by P. I. E. employees.

DISPOSITION: Withdrawn.

Case # Local 961, Denver, Colorado, and
2-7-2859 The Ringsby System

O-T-R Donald W. Burke and Ray G. Stout state: On all ammo loads
Dispute transported in California, the State required an inspection stop
on all hills with a special speed limit of less than 50 MPH.,
Section 22407 of the Vehicle Code. We think this is part of job
that goes with hauling ammo and should be paid.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
2-7-2860 Ringsby System

O-T-R Melvin Faber and James F. Cotter state: We tried to get front
Dispute springs changed for 2 months. Shop kept putting us off for one
more trip, so I talked to Bob Hughes and he said if the truck
hadn't had the springs changed when we got down to go out to
turn the truck down, and take our 3 hours and go home. This
we did and Mr. Hughes called 2 extra board men and sent the
truck out.

DISPOSITION: Settled and Withdrawn.

Case # Local 222, Salt Lake City, Utah, and
2-7-2879 Garrett Freightlines

Warning Protest of warning notice. R. E. Winegar is a Salt Lake City
Letter extra board driver. He was issued a warning notice for not
being available for work on October 6, 1966.

DISPOSITION: Settled and Withdrawn.

Case # Local 70, Oakland, California, and
2-7-2893 O.N.C.

Joint Trans-Bay Operations. Work in contention is not covered by
Council 7 Article 52, Section 2. The night shift hostler is making pickups
Dispute and deliveries out of the jurisdiction of Local 70. Claiming
time and one-half for the entire night shifts of October 3, 4,
and 5, for Ford Evans.

DECISION: (Joint Council #7 Committee - Transcript Page 70 - 5/11/67)
M/m/s/and Deadlocked that based on the facts in this case, it is connecting carrier
freight and the claim of the Union be denied.

Case # Local 70, Oakland, California, and
2-7-2894 Peters Truck Lines

P & D Local 70 claims Company's operation is a pick-up service.
Dispute Union requesting time and one-half for a hostler for November
15th and 16, 1966, and every night thereafter that the employer
violates the agreement.

DECISION: (Joint Council #7 Committee - Transcript Page 83 - 5/11/67)
M/m/s/c/ that Peters Truck Lines owes time and a half under the hostler delivering
freight section of the agreement.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 315, Martinez, California, and
2-7-2904 Richmond Warehouse

Joint Council 7 Dispute Windmiller is on tanker seniority list. He claims he was runaround when Cassin pulled a shortline trip. Cassin is on dry freight list. Company has one seniority list and Union claims two days pay on 1/18/67 and 1/20/67 for Windmiller.

DISPOSITION: Settled and Withdrawn.

Case # Local 81, Portland, Oregon, and
2-7-2915 O. N. C. Fast Freight

O-T-R Runaround claim for one and three quarter hours for Marvin
Dispute Bradshaw.

DECISION: (Main Committee - Transcript Page 80 - 5/9/67)
M/m/s/c/ that this case will be referred back to the parties and we will hold it until next month. (Committee retains jurisdiction)

Case # Local 81, Portland, Oregon, and
2-7-2916 O. N. C. Fast Freight

O-T-R The Union is claiming runaround pay for driver Rick Herglund on
Dispute January 4, 1967, for improper dispatch from Medford to Portland.

DECISION: The same decision applies as in Case #2-7-2915.

Case # Local 223, Portland, Oregon, and
2-7-2921 Pacific Intermountain Express

Office A request for reinstatement and all time lost for improper
Dispute layoff of Shirley Schubothe.

DECISION: (Committee for Local Operations - Transcript Page 260 - 5/11/67)
M/m/s/c/ that the Company is to lay off in seniority order, except that where qualifications prevent a strict seniority layoff the Company is to advise the Local Union of same and the money claim be denied.

Case # Local 223, Portland, Oregon, and
2-7-2922 Silver Eagle

Office The office employees at Silver Eagle were formally paid on a flat
Dispute monthly salary established at the time of organizing. On July 1, 1966, then the contract called for a .10¢ per hour increase, the employer took the position that this increase should not apply to personalized rates of pay that the Union employees were receiving before.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California
5-7-2926 Local 137, Marysville, California

Company involved: California Motor Transport

Local 85 opposed to action of California Motor Transport on closing Redding operation, loss of two runs (two men) on three and two week basis.

DECISION: (Main Committee - Transcript Page 560 - 5/12/67)
M/m/s/c that this be referred to the Joint State Committee for hearing.

Case # Local 17, Denver, Colorado, and
5-7-2934 Illinois - California Express

P & D Rudolph A. Martinez claiming \$149.56 under above Article 41 -
Dispute shift change.

DECISION: (Committee for Local Operations - Transcript Page 66 - 5/9/67)
M/m/s/c that in the cases at hand the Company and the Union meet to work out an understanding based on previous cases to adjust starting times of bid men when it becomes necessary. The claims in these cases are denied.

(Cases #5-7-2934 through #5-7-2942 were heard as one and the decision in this case applies to all.)

NOTE: The decision in this case applies to:
#5-7-2935 - Robert C. Trujillo
#5-7-2936 - Robert C. Trujillo
#5-7-2937 - Rudolph A. Martinez
#5-7-2938 - Kenneth A. Bates
#5-7-2939 - Joseph J. McNulty
#5-7-2940 - Arthur Stanberry
#5-7-2941 - T. C. Sanchez
#5-7-2942 - Donald Haviland

Case # Local 17, Denver, Colorado, and
5-7-2935 Illinois-California Express

P & D Robert C. Trujillo states: After laying off seven men I was
Dispute improperly and illegally put on a later shift than my bid shift by one hour. Even after this layoff, I was still on the upper 80%; this entitled me to my bid shift. This period consisted of 12/19/66 to 2/3/67 - a period of 33 days of time and one-half at \$4.95.

DECISION: The same decision applies as in Case #5-7-2934.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 17, Denver, Colorado, and
5-7-2936 Illinois - California Express

P & D Robert C. Trujillo states: Without proper posting, layoff of any
Dispute men, or change in 80% standing, I was improperly and illegally
put on swing shift (3:30 to midnite) February 17th, from my bid
shift of 9:00 a.m.

DECISION: The same decision applies as in Case #5-7-2934.

Case # Local 17, Denver, Colorado, and
5-7-2937 Illinois - California Express

P & D Rudolph A. Martinez: On December 19th through February 3rd
Dispute my bid shift was changed from 9:00 to 10:00 due to the layoff of
seven men. Although I was still on the 80% bid. For a period of
33 days at \$4.95 per hour for a total of \$163.35.

DECISION: The same decision applies as in Case #5-7-2934.

Case # Local 17, Denver, Colorado, and
5-7-2938 Illinois - California Express

P & D Kenneth A. Bates: Am 80%, was moved from 10:00 to 3:30. I am
Dispute filing for 5-1/2 hours a day for week of February 6th. Also week
of February 13th, except Friday the 10th and I was called in at 1:00 p.m.

DECISION: The same decision applies as in Case #5-7-2934.

Case # Local 17, Denver, Colorado, and
5-7-2939 Illinois - California Express

P & D Joseph J. McNulty states: I am an 80% employee, my bid job is
Dispute 9:00 a.m. to 5:30 p.m., pick-up. On February 6, 1967, I.C.X.
changed my job from 10:00 a.m. to 6:30 p.m., heavy-duty.
Contract was violated by one hour per day on the following days:
February 6, 7, 8, 9, 10, 13, 14, 15, 16, and 17, 1967.

DECISION: The same decision applies as in Case #5-7-2934.

Case # Local 17, Denver, Colorado, and
5-7-2940 Illinois - California Express

P & D Arthur Stanberry states: I am in the 80% and my bid hours are
Dispute 9:00 to 5:30 p.m., pick-up. On February 6/67, I was moved from
10:00 a.m. to 6:30 p.m., heavy-duty. My bid shift was violated
the following dates: February 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 1967.

DECISION: The same decision applies as in Case #5-7-2934.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 17, Denver, Colorado, and
5-7-2941 Illinois - California Express

P & D T. C. Sanchez states: Our contract violated one hour a day on
Dispute these days: 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, February, 1967.
Violation by placing me on 10:00 o'clock heavy-duty. My bid
was 9:00 to 5:30 p.m., pick-up. For the record I am an 80%.

DECISION: The same decision applies as in Case #5-7-2934.

Case # Local 17, Denver, Colorado, and
5-7-2942 Illinois - California Express

P & D Donald Haviland states: My 9:00 a.m. bid was violated by the
Dispute Company forcing me to be on the 3:30 p.m. dock shift while still
being on the 80%. Therefore, I am claiming pay differences for
6-1/2 hours a day for February 6, 1967 through February 9, 1967;
4 hours, February 10, 1967; 6-1/2 hours February 13, 1967
through February () 1967; 4 hours February 17, 1967.

DECISION: The same decision applies as in Case #5-7-2934.

Case # Local 45, Great Falls, Montana, and
5-7-2943 Consolidated Freightways

P & D Union stated that Zumbush worked as a Foreman or Leadman from
Dispute 8:00 a.m. to 3:00 p.m. and at 3:00 p.m. started doing dock work.
It is the position of the Union that a man cannot start the day as a
Foreman, then later in the shift work on the dock as a bargaining
unit employee.

DECISION: (Committee for Local Operations - Transcript Page 183 - 5/10/67)
M/m/s/c/ that the claim of Larry Christianson be allowed in the amount of four hours
at time and a half.

Case # Local 208, Los Angeles, California, and
5-7-2944 Almac-System Transport

P & D The Company has failed to comply with a Joint State Committee
Dispute decision. We therefore claim a day's pay for January 13, 16, 24,
25, 26, 27, 30, 31, and February 1, 2, 3, and 6, and any other day
the employer fails to work Sutton. Total claim to date \$344.64.

DECISION: (Committee for Local Operations - Transcript Page 133 - 5/10/67)
M/m/s/c/ and Deadlocked that the claim for January 13, 16, and 31st and February 1, 2, 3,
and 6 be allowed to Sutton.

NOTE: See Main Committee for final disposition.

DECISION: (Main Committee - Transcript Page 484 -)
M/m/s/c/ in Case #5-7-2944, Mr. Sutton be paid for seven days.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-2945 Consolidated Copperstate Lines

P & D On November 22, 1966, Consolidated Copperstate refused to
Dispute work Walter Oare. He is within the 80%. We therefore claim
\$28.72.

DECISION: (Committee for Local Operations - Transcript Page 208 - 5/10/67)
M/m/s/c/ that the claim of Walter Oare be allowed.

Case # Local 208, Los Angeles, California, and
5-7-2946 Consolidated Freightways

P & D I am a qualified bid heavy duty driver. On November 5, 1966,
Dispute a junior man, A. Rogmagnoli, was called in to work on this
premium day instead of me. I claim all hours workd - total
13-1/2 hours for a total claim of \$72.77.

DECISION: (Committee for Local Operations - Transcript Page 268 - 5/11/67)
M/m/s/c/ that based on the evidence presented in this particular case the claim of
the Union be denied.

Case # Local 208, Los Angeles, California, and
5-7-2947 Delta Lines, Inc.

P & D On December 21, 1966, the following employees were notified that
Dispute they were to be laid off indefinitely: M. Began, R. Saterfield,
H. Hall, F. Ball, A. Bryant, D. Wilcox, W. Thomas, R. James,
W. Cortez, R. Theard, D. Berkey, J. McIntyre, R. Harvey and
James Genera. In conflict with Article 50 of the Freight Agreement,
pay for the holidays was not issued to the drivers at time of layoff.
All being laid off without pay, found it necessary to report the
following day for their regular paychecks and their earned holiday
pay.
The Company was requested to work the drivers on December 22/66,
insofar as they had reported, had not been properly laid off in
accordance with the Contract. Request was rejected.

DECISION: (Committee for Local Operations - Transcript Page 156 - 5/10/67)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-7-2948 Garrett Freightlines

P & D On 12/8/66 a junior man was dispatched with Company truck and
Dispute returned on or after 1:00 p.m. on the 9th of December, 1966.
This claim is for two days pay for senior man on layoff, for a
total claim of \$55.44.

DECISION: (Committee for Local Operations - Transcript Page 150 - 5/10/67)
M/m/s/c/ that based on the facts presented in this particular case, the claim of the
Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-2949 Griley Security Freight Lines

P & D On Tuesday, January 16, 1967 at approximately 2:00 p.m., I
Dispute was loading a set of trailers at Hormel Foods in Buena Park. I
was then approached by a driver from the San Bernardino terminal.
He had been told by my dispatcher to switch equipment with me;
at this time I had already loaded one trailer. At approximately
3:20 p.m. I returned to our South Gate terminal. The other San
Bernardino driver finished loading the set. He then made the
setup and returned to the San Bernardino terminal.
Two hours overtime is claimed under Article 48, Section 10
and Article 3, Section 4.

DECISION: (Committee for Local Operations - Transcript Page 162 - 5/10/67)
M/m/s/c/ that based on the facts presented in this particular case, the claim of
Oleta be allowed for one hour at time and a half.

Case # Local 208, Los Angeles, California, and
5-7-2950 Hills Transportation

P & D On December 6/66, a sub-contractor, B & M Trucking Company,
Dispute a gypo, picked up 42,826 lbs. of coffee bags in San Francisco
and delivered to Farmer Brothers Coffee Co. at 20333 Normandie
in Torrance, by-passing the terminal. We are claiming three
hours driving time and three and one-half hours unloading time
each for two men.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
5-7-2951 Hills Transportation

P & D Cases Number 8398 - 8399 - and 8400: Claims are for work
Dispute performed by line drivers.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
5-7-2952 Illinois-California Express

P & D On February 22, 1967 the Company brought in a junior man,
Dispute Joseph Perez instead of calling in Mitchell, the senior man. This
claim is for one hour at the overtime rate, for a total claim in
the amount of \$5.39.

DECISION: (Committee for Local Operations - Transcript Page 54 - 5/9/67)
M/m/s/c/ that the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-2953 Illinois - California Express

P & D On March 6, 1967, the Company dispatched George Griggs, a
Dispute junior man instead of dispatching the senior man King. We claim
a misdispatch and claim one-half hour at the overtime rate for
a total claim of \$2.69.

DECISION: (Committee for Local Operations - Transcript Page 61 - 5/9/67)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-7-2954 Lodi Truck Service

P & D I was laid off January 9th and 10th, 1967 while Mitzel, a junior
Dispute man was dispatched Monday and did not return until Wednesday
morning. This claim is for two days at \$28.72 per day for a
total claim of \$57.44.

DISPOSITION: Settled and Withdrawn.

Case # Local 208, Los Angeles, California, and
5-7-2955 National Trucking Company of Los Angeles, Inc.

P & D On December 19, 20, 21, 22, 23, 27, and 28th, this member was
Dispute on layoff and casuals or junior men or dispatcher worked in his
place. This claim is for 7 working days at \$3.465 per hour, for
a total claim of \$194.09.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
5-7-2956 National Trucking Company of Los Angeles, Inc.

P & D This Company had a house account called 3M Company and had
Dispute 5 drivers working there. The company lost this account to a
non-union trucking company, namely, G. I. Truck. Two of the
drivers went with the account. One driver is still there till
January 1/67. The other two drivers have come back to the
terminal. Now the question is, where does the driver go on the
seniority list and on the job?

DECISION: (Committee for Local Operations - Transcript Page 318 - 5/11/67)
M/m/s/c/ that the position of the Union be upheld.

JWAC Minutes
May 8-9-10-11-12
1967

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-2957 Pacific Intermountain Express

P & D On November 23, 1966, P.I.E. used Collins and Schooling to
Dispute perform work for them and did not pay them.

DECISION: (Committee for Local Operations - Transcript Page 169 - 5/10/67)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-7-2958 Pacific Intermountain Express

P & D The Local Union claims that Doug Wright and Albert Ramos
Dispute were not used in the right job position of seniority on November
23, 1966.

DISPOSITION: Withdrawn.

Case # Local 208, Los Angeles, California, and
5-7-2959 Santa Fe Trail Transportation Company

P & D I have a run bid, Hollywood-Santa Monica areas, and as of
Dispute November 14, 1966 the Company has relieved me of my lost stop
and given it to a junior man. I am claiming all monies that the
junior man made that I should have earned.

DECISION: (Committee for Local Operations - Transcript Page 190 - 5/10/67)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-7-2960 Santa Fe Trail Transportation Company

P & D The Union's contention is that the Company on 2/20/67 dispatched
Dispute a junior man instead of Donald Finn, the senior man. We are
asking two hours at the overtime rate of \$5.20 per hour.

DECISION: (Committee for Local Operations - Transcript Page 197 - 5/10/67)
M/m/s/c/ that the claim of Finn be denied.

NOTE: Upon the report of the Sub-Committee for Local Operations being presented
to the Main Committee in Case #5-7-2960, the decision of the Committee for Local
Operations Sub-Committee was protested.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-2961 Smith Transportation Company

P & D The employer assigned Charles Ensell, a junior employee on a
Dispute dispatch to Vandenberg Air Force Base performing work which
Charles King was qualified, able and available to perform. Also,
work which King was rightfully entitled to in accordance with
his seniority.

DECISION: (Committee for Local Operations - Transcript Page 49 - 5/9/67)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

Case # Local 208, Los Angeles, California, and
5-7-2962 Sterling Transit

P & D Union claims eight hour guarantee for John Mechikoff, Clarence
Dispute Pedersen and Buddy Rodgers.

DECISION: (Committee for Local Operations - Transcript Page 213 - 5/10/67)
M/m/s/c/ that the claims of Mechikoff, Pedersen and Rodgers be allowed.

Case # Local 307, Casper, Wyoming, and
5-7-2963 United-Buckingham Freight Lines

P & D Donald Schwartzkopf states: I claim 8 hours pay at overtime
Dispute rates for holiday (Thanksgiving Day) for work performed by line
drivers. I was available for work but was not called.

DISPOSITION: (Committee for Local Operations - Transcript Page 180 - 5/10/67)
Withdrawn by the Union.

Case # Local 357, Los Angeles, California, and
5-7-2964 California Motor Express

P & D For and on behalf of: Quintana, Myers and Perez: By changing
Dispute our starting time we worked in excess of eight in 24 and being
employees in the 80% we are claiming time and one-half for all
hours worked in excess of 8 - 24. Eight hours not being called
in regular bid starting time Monday. Four hours straight time -
2:00 p.m. to 10:30 p.m. Tuesday - 2 hours ST for not bringing
us in on our regular 3:00 a.m. bid starting time from 3:00 to 5:00 a.m.

DECISION: (Committee for Local Operations - Transcript Page 127 - 5/10/67)
M/m/s/c/ based on the facts presented each man be paid eleven hours at the straight
time hourly rate.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-7-2965 Garrett Freightlines

P & D Complain by McVicker. "Before the start of my shift I told Jerry
Dispute that I had to leave at 1:30 which was the end of my eight hours.
At that time I was told okay. After punching my time card Jerry
came out and told me that if I had to go home at 1:30 to go now,
not to stay for my eight hours because if there was work to be
done after that time, then he would have to keep me. I punched
in at 5:00 p.m. and out at 5:22 p.m. I am requesting 8 hours in
the amount of \$29.86."

DECISION: (Committee for Local Operations - Transcript Page 246 - 5/11/67)
M/m/s/c/ that the claim of McVicker be upheld.

Case # Local 357, Los Angeles, California, and
5-7-2966 Milne Truck Lines

P & D For and on behalf of Ray Price: I am requesting to do the work
Dispute that I bid for.

DECISION: (Committee for Local Operations - Transcript Page 108 - 5/10/67)
M/m/s/c/ that based on the facts presented in this case the claim of the Union be denied.

Case # Local 357, Los Angeles, California, and
5-7-2967 Milne Truck Lines

P & D For and on behalf of Ralph E. Wadsworth: On the night of the
Dispute violation February 27, 1967, I was doing my bid job of hostler
when I was told by Ernie Bergen the yard supervisor to go and
operate the fork lift. I told him I didn't think it was right as there
was yard hostling work and there was Local 208 drivers in the
yard doing hostling work and there was other Local 357 men that
could operate the fork lift and they should get one of them.

DISPOSITION: (Committee for Local Operations - Transcript Page 113 - 5/10/67)
The case is referred back to the parties for possible settlement
and the committee will retain jurisdiction.

Case # Local 357, Los Angeles, California, and
5-7-2968 Transcon Lines

P & D On four occasions (December 3, 10, 17, and 25th, 1966) I signed
Dispute the bid sheet for yard hostler. The specific times or shifts
designated for which I signed were not bid by other employees.
Transcon, however, refused to accept my bid stating I was not a
qualified hostler, thereby placing another employee that had not
bid the specified time and date in my stead.

DECISION: (Committee for Local Operations - Transcript Page 34 - 5/9/67)
M/m/s/c/ that based on the facts presented the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 357, Los Angeles, California, and
5-7-2969 Transcon Lines

P & D Complaint by Diaz: Violation of seniority on weekend work.
Dispute I feel that since I am the senior man and my shift ended at
9:00 p.m. although there was no one that had bid for my classification
of work, I should have been asked to stay to complete the 9:00 p.m.
shift as yardman. I am asking for the difference in time from
9:00 p.m. until 7:00 a.m. or whenever Mr. Hart finished working.

DECISION: (Committee for Local Operations - Transcript Page 42 - 5/9/67)
M/m/s/c/ based on the facts presented the claim of the Union be denied.

Case # Local 692, Long Beach, California, and
5-7-2970 Progressive Transportation

P & D This will serve as a five day tie-up notice due to the fact that Ted
Dispute Foster driver for Progressive Transportation was left at home
and Lewis Cooke was worked in his place.

DISPOSITION: Settled and Withdrawn.

Case # Local 692, Long Beach, California, and
5-7-2971 Sea Land Inc.

Office This will serve as a five day tie-up notice due to the fact that Betty
Dispute Chaney, employee of Sea Land Inc., had her child Kathryn Ann,
nine years old in the hospital and ran up over \$700.00 in doctor
and hospital bills and the Company refused to pay it.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
5-7-2972 Los Angeles-Seattle Motor Express, Inc.

P & D Local 741 requests payment from LASME - IF1 to Homer DeSerisy
Dispute for ten days pay from January 13, 1967 when he should have
received his pay until January 27, 1967 when he did receive his pay.

DISPOSITION: Settled and Withdrawn.

Case # Local 839, Pasco, Washington, and
5-7-2973 Pacific Intermountain Express

P & D Garrett Freight Lines employees performed work that belonged to
Dispute P.I.E. employees. Therefore we are asking for a day's pay for
Robert Southwick, a P.I.E. employee who was on layoff status.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 871, Pomona, California, and
5-7-2974 Pacific Intermountain Express

P & D Local 871 is filing for 3-1/2 hours overtime for every instance
Dispute in which an inbound line driver has interrupted an inbound line
run to pick up trailers and gear at Guasti and deliver them into
Los Angeles.

DECISION: (Committee for Local Operations - Transcript Page 93 - 5/9/67)
M/m/s/and Deadlocked that the claim of the Union be denied.

Note: See Main Committee for final disposition.

DECISION: (Main Committee - Transcript Page 484 - 5/10/67)

M/m/s/c/ that this case be referred back to the parties for possible settlement and
this committee will retain jurisdiction until the August meeting.

Case # Local 982, Lancaster, California, and
5-7-2975 Desert Express

P & D On February 10, 1967 Robert Wickett was laid off by Terminal
Dispute Manager, Joe Martello and the reason given by Martello to Wickett
for his layoff was lack of work. We would like to point out that
Robert Wickett was hired on February 24, 1964 as a regular driver.
Since February 10, 1967, Terminal Manager Joe Martello has
been delivering freight on a daily basis.

DECISION: (Committee for Local Operations - Transcript Page 7 - 5/9/67)
M/m/s/c/ that the claim of the Union be denied and the Company instruct Mr. Martello
to refrain from referring to himself as Manager, as the testimony here establishes
him as a working foreman with full seniority rights.

Case # Local 70, Oakland, California, and
5-7-2977 American Pipe & Construction

Joint Union claims that Company will not pay higher rate of pay when
Council #7 he does not pull a bid run.
Dispute

DISPOSITION: (Joint Council #7 Committee - Transcript Page 2 - 5/11/67)
Withdrawn.

Case # Local 70, Oakland, California, and
5-7-2978 Moore Business Forms

Joint Union claims three employees have each been refused one day's
Council #7 sick leave. (Orford, Cravath and Cunningham). Union requests
Dispute sick leave pay for one day for each of the three men.

DECISION: (Main Committee - Transcript Page 205 - 5/10/67)
M/m/s/c/ that based on the facts presented in this case the claim of the Union be denied.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
* * * * *

Case # L-536 DARWIN AMSTUTZ, member of Local 208, Los Angeles, California. Employee of Shippers Express Company. Request is for a period of ninety (90) days, effective February 13, 1967, for the purpose of trying out for a Supervisors position.

DECISION: (Sub-Committee - Transcript Page 321 - 5/11/67) Request Approved.

L-537 DAVID J. CALDWELL, member of Local 208, Los Angeles, California. Employee of Smith Transportation Company. Request is for a period of ninety (90) days, effective February 1, 1967, for the purpose of trying out for Dispatcher job.

DECISION: (Sub-Committee - Transcript Page 322 - 5/11/67) Request Approved.

L-538 JOSEPH J. DeLANCEY, member of Local 357, Los Angeles, California. Employee of I. M. L. Freight, Inc. Request is for a period of ninety (90) days, effective February 6/67 for the purpose of taking position as Dock Supervisor.

DECISION: (Sub-Committee - Transcript Page 323 - 5/11/67) Request Approved.

L-539 RONALD B. GRAY, member of Local 357, Los Angeles, California. Employee of I. M. L. Freight, Inc. Request is for a period of ninety (90) days, effective February 23/67 for the purpose of filling in as Dock Supervisor on training program.

DECISION: (Sub-Committee - Transcript Page 324 - 5/11/67) Request Approved.

L-540 PAUL R. KIPLINGER, member of Local 146, Colorado Springs, Colorado. Employee of DC International, Inc. Request is for a period of ninety (90) days, effective March 6, 1967, for the purpose of accepting a non-covered position (Dock Foreman)

DECISION: (Sub-Committee - Transcript Page 325 - 5/11/67) Request Approved.

L-541 MICHAEL KORNDER, member of Local 87, Bakerstfield, California. Employee of Ringsby System. Request is for a period of ninety (90) days extension, for the purpose of taking a Dispatching job.

NOTE: Previous leave commencing January 3/67, for a period of 60 days was granted during the February, 1967 JWAC Meetings. Refer to Case #2-7-2800 (L-531)

DECISION: (Sub-Committee - Transcript Page 326 - 5/11/67) In accordance with the Contract, a further leave was granted for a period of 30 Days Only.

L-542 FRED D. MASTIN, member of Local 357, Los Angeles, California. Employee of Lee Way Motor Freight, Inc. Request is for a period of ninety (90) days, effective March 27, 1967, for the purpose of accepting position of Dock Foreman Trainee.

DECISION: (Sub-Committee - Transcript Page 327 - 5/11/67) Request Approved.

(Continued)

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # L-543 JOHN TEMPLE, member of Local 208, Los Angeles, California. Employee of States Warehouses, Inc. Request is for a period of ninety (90) days, effective February 20/67 for the purpose of accepting position in Management for the Company.

DECISION: (Sub-Committee - Transcript Page 328 - 5/11/67) Request Approved.

L-544 HAROLD J. TIEMAN, member of Local 180, Los Angeles, California. Employee of DC International, Inc. Request is for a period of ninety (90) days, effective March 12/67, for the purpose of accepting a non-covered position.

DECISION: (Sub-Committee - Transcript Page 329 - 5/11/67) Request Approved.

L-545 WILLIAM TROY, member of Local 468, Oakland, California. Employee of Delta Lines. Request is for a period of ninety (90) days, effective March 13, 1967, for the purpose of accepting position as Line Dispatcher.

DECISION: (Sub-Committee - Transcript Page 330 - 5/11/67) Request Approved.

L-546 CLARENCE RAY ILIFF, member of Local 17, Denver, Colorado. Employee of Rio Grande Motor Way, Inc. Request is for a period of ninety (90) days, effective March 16/67, for the purpose of attempting to qualify for Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 331 - 5/11/67) Request Approved.

L-547 ANGELO NASCA, member of Local 357, Los Angeles, California. Employee of Pacific Motor Trucking Co. Request is for a period of ninety (90) days, effective April 1, 1967, for the purpose of Supervisory work.

DECISION: (Sub-Committee - Transcript page 332 - 5/11/67) Request Approved.

L-548 CHARLES FOSTER, member of Local 208, Los Angeles, California. Employee of California Motor Transport Co. Request is for a period of ninety (90) days, effective March 27, 1967, for the purpose of transferring to Supervisory capacity.

DECISION: (Sub-Committee - Transcript Page 333 - 5/11/67) Request Approved.

L-549 RICHARD LEE HAWLEY, member of local 224, Los Angeles, California. Employee of Ringsby Pacific Ltd. Request is for a period of ninety (90) days, effective April 1, 1967, for the purpose of accepting a non-covered position.

DECISION: (Sub-Committee - Transcript Page 334 - 5/11/67) Request Approved.

L-550 RICHARD B. TRAVIS, member of Local 208, Los Angeles, California. Employee of Los Angeles-Seattle Motor Express Inc. Request is for a period of ninety (90) days, effective February 27, 1967, for the purpose of accepting a Supervisory job with LASME at Los Angeles.

DECISION: (Sub-Committee - Transcript Page 335 - 5/11/67) Request Approved.

REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE
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Case # L-551 GERALD L. DILLENBECK, member of Local 222, Salt Lake City, Utah. Employee of P.I.E. Request is for a period of ninety (90) days, effective April 5, 1967, for the purpose of becoming a Foreman Trainee.
DECISION: (Sub-Committee - Transcript Page 336 - 5/11/67) Request Approved.

L-552 GUST CHAMAS, member of Local 208, Los Angeles, California. Employee of Thompson Truck Lines. Request is for a period of ninety (90) days, effective April 26, 1967, for the purpose of trying out for Dispatcher.
DECISION: (Sub-Committee - Transcript Page 337 - 5/11/67) Request Approved.

L-553 JERRY ANDRADE, member of Local 208, Los Angeles, California. Employee of West Coast Cartage Co. Inc. Request is for a period of ninety (90) days, effective April 24, 1967, for the purpose of becoming Assistant to Mr. Mandia in all phases of operation.
DECISION: (Sub-Committee - Transcript Page 338 - 5/11/67) Request Approved.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case #
5-7-2979 ✓ Local 70, Oakland, California, and
Navajo Freight Lines

Joint Council #7
Dispute Union claims that Company employed a rented hyster with a
Local 468 operator and should have used a Local 70 man instead.
Union claiming 8 hours at 1-1/2 for the next man on the weekend
list for this premium day.

DISPOSITION: Settled and Withdrawn.

Case #
5-7-2980 Local 81, Portland, Oregon, and
Lee & Eastes Tank Lines

Tanker
Dispute Local 81 contends that John Mullin and John Smith are being
deprived of their seniority rights in that the Company has attempted
to force them to either bid equipment or to be deprived of the
preferential earning status as guaranteed by the Oregon Tanker
Supplemental Contract.

DECISION: (Main Committee - Transcript Page 516 - 5/12/67)

M/m/s/c/ that the claim of the Union be denied.

Case #
5-7-2981 ✓ Local 85, San Francisco, California, and
Consolidated Freightways - Clark-Farnsworth

Joint Council #7
Dispute Union claims that Consolidated Freightways and Clark-Farnsworth
are operating with two separate seniority lists whereas in reality
they are one and the same Company.

DECISION: (Joint Council #7 Committee - Transcript Page 12 - 5/11/67)

M/m/s/and Deadlocked the claim of the Union be denied.

M/m/s/c/ that because it involves a transcontinental carrier, the transcript of the
full events will be sent to the National Committee for determination and settlement.

Case #
5-7-2982 Local 150, Sacramento, California, and
McKeown Transportation

Tanker
Dispute Union claims \$39.58 due James Slatten due to improper dispatch
on January 29, 1967.

DECISION: (Main Committee - Transcript Page 113 - 5/9/67)

M/m/s/c/ based on the facts presented in this case, it was a continuation and that
the claim of the Union be upheld.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
5-7-2983 Consolidated Freightways

O-T-R Local 180 takes the position that the Company should pay the
Dispute constituted Health and Welfare and Pension pay on Marion DeWoody
for the twelve month period of injury on the job or until released
from the doctor. Mr. DeWoody was injured on the job and should
be entitled to the benefits under Article 62, Section 3, even
though he was terminated for the accident.

DECISION: (Main Committee - Transcript Page 161 - 5/9/67)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 180, Los Angeles, California, and
5-7-2984 Consolidated Copperstate

O-T-R Local 180 takes the position that Robert Gray is entitled to 31 hours
Dispute pay at the rate of \$3.25 per hour, a total of \$100.75. On November
13, 1966, the Company sent a lease truck (P. J. Cumberworth) to
Flagstaff, Arizona. Departing from Copperstate yard at about
4:00 p.m. on November 13, 1966. Gray was not dispatched until
11:00 p.m. November 14, 1966 to Phoenix.

DECISION: (Main Committee - Transcript Page 165 - 5/9/67)
M/m/s/c/ that due to the circumstances in this case the claim of the Union be denied.

Case # Local 180, Los Angeles, California, and
5-7-2985 DC International

O-T-R Local 180 takes the position that Foster and LaFluer are entitled
Dispute to eleven and one-half (11-1/2) hours pay at \$3.25 per hour, a
total of \$37.38 for each man. This team tied up at Blue Springs,
Mo. due to weather conditions.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
5-7-2986 DC International, Inc.

O-T-R Local 180 takes the position that Herb W. Siggers and M.E. Day
Dispute are entitled to twenty-six (26) hours pay at the rate of \$3.25 per
hour, a total of \$84.50 for each man. This team tied up at Blue
Springs, Missouri due to weather and highway conditions.

DECISION: (Main Committee - Transcript Page 386 - 5/11/67)
M/m/s/c/ that the claim for thirteen hours be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
5-7-2987 Illinois-California Express

O-T-R Local 180 takes the position that this team is entitled to compensa-
Dispute tion in accordance with the agreement for the mileage from
Flagstaff, Arizona to Albuquerque, New Mexico and return.

DECISION: (Main Committee - Transcript Page 557 - 5/12/67)
M/m/s/c/ that if Miller and Dobie had a trailer destined beyond Flagstaff, that the
claim be allowed.

Case # Local 180, Los Angeles, California, and
5-7-2988 Navajo Freight Lines, Inc.

O-T-R Local 180 takes the position that the Company owes R. S. Conklin
Dispute and G. R. Hawn, eight and one-half (8-1/2) hours pay at the rate
of \$3.25 per hour, a total sum of \$27.63 due each man on
January 11, 1967. They arrived at Amarillo at 12:16 a.m. and
departed at 8:47 a.m. with trailer that was ready and available
upon arrival.

DECISION: (Main Committee - Transcript Page 121 - 5/9/67)
M/m/s/c/ based on the facts in this particular case, the claim of the Union is upheld.

Case # Local 180, Los Angeles, California, and
5-7-2989 Navajo Freight Lines, Inc.

O-T-R Local 180 takes the position that the Company owes Rupert Conklin
Dispute and C. Dwyer, eleven hours abuse of time in Amarillo on 1/28/67.

DECISION: (Main Committee - Transcript Page 126 - 5/9/67)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 180, Los Angeles, California, and
5-7-2990 Pacific Intermountain Express

O-T-R Local 180 takes the position that Jack Smiley is entitled to one-half
Dispute hour pay at \$3.25 per hour, a total of \$1.63. Enroute delay -
Highway Patrol halted traffic to clear up accident near Green
River - Paylog 178083.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 180, Los Angeles, California, and
5-7-2991 Pacific Intermountain Express

O-T-R Local 180 takes the position that the claim of Campbell and Silvey
Dispute for one-half hour in route delay is legitimate and should be paid.
Claim is for one-half hour at \$3.25 per hour; \$1.63 total sum
for each man.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
5-7-2992 Pacific Intermountain Express

O-T-R Local 180 takes the position that Crumley and Haynes are entitled
Dispute to 12-1/2 hours pay at \$3.25 per hour, a total of \$40.63 each man.
This team arrived in Denver at 4:30 p.m. November 13/66 PST,
and were told by dispatcher they would turn. Forty-five minutes
later they were told the load was 3,000 lbs. over-loaded on drive
axle. The load was reloaded and they were dispatched at 5:00 a.m.
on November 14, 1966 PST.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
5-7-2993 Pacific Intermountain Express

O-T-R It is the position of Local 180 that Sigars was improperly pulled
Dispute off the extra board and assigned to a bid sleeper seat to which he
was not entitled.

DISPOSITION: Settled and Withdrawn.

Case # Local 180, Los Angeles, California, and
5-7-2994 Pacific Intermountain Express

O-T-R Local 180 takes the position that Child and Mellott are entitled
Dispute to 12 hours pay at \$3.25 per hour, a total of \$39.00 for each man.

DISPOSITION: Settled and Withdrawn.

Case # Local 190, Billings, Montana, and
5-7-2995 Consolidated Freightways - Bulk Commodities

Tanker Request on behalf of its member, K. Miller, pay for a Billings -
Dispute Worland trip pulled by scabbie King.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 190, Billings, Montana, and
5-7-2996 Consolidated Freightways - Bulk Commodities

Tanker Requesting in behalf of its member K. Miller pay for a Billings -
Dispute Cody trip pulled by Tom Cornett on February 26, 1967.

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
5-7-2997 California Motor Express

Sub- On the date of December 16, 1966, Carlos Valdez was placed on
Contracting a layoff while the employer continued to sub-haul freight consisting
of work which Valdez was qualified, able and available to perform.
The Local Union claims a day's pay at the applicable rate of pay
for each and every day involved, a total of 20 days.

This claim also stands as a like and similar claim on behalf of
the following employees similarly situated, to-wit:

Rudolph Alva	Jesse Allen
Alvin Davis	Robert Schweitzer
John Moore	Arthur Delarosa
William Logan	Ruven Galindo
Arthur Carroll	Hector Sanchez

DISPOSITION: Postponed.

Case # Local 208, Los Angeles, California, and
5-7-2998 Consolidated Freightways

Sub- The Local Union is protesting the action by Consolidated Freight-
Contracting ways on violating Article 32 of the National Master Freight
Agreement.

DECISION: (Main Committee - Transcript Page 73 - 5/9/67)
M/m/s/c/ that this case be Postponed until the parties that were involved can be present
to further clarify it.

Case # Local 208, Los Angeles, California, and
5-7-2999 Griley Security Freight Lines

Interpre- Local 208 filed protest that Article 41, Section 3 (a) was breached
tation when Griley Security failed to and refused to offer the following
positions for bid:
Two - 8:30 shag positions (Wagner & Nakamura)
Five - 9:00 shag positions (Doty-Paine-Dolezal-Wingfield & Downs)
One - 7:00 Voit run (Hutton)
Question of interpretation and/or clarification now arises:
(1) Is the company now permitted to exempt these specified positions
from the annual bid forever? (2) Are the exempted positions to
apply only to these listed above, which was subject of original
complaint? (3) Can the Company in the future interchange these
specific exempted positions with others they might want to exclude
from seniority selection?

DECISION: (Main Committee - Transcript Page 315 - 5/11/67)
M/m/s/c/ that this is not an interpretive case.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-3000 Navajo Freight Lines, Inc.

Interpre- Local 208 is in dispute with Navajo Freight Lines over their
tation formula for lessening payments to the Pension Trust and shorting
casual employees of contractually earned credits.

DECISION: (Main Committee - Transcript Page 60 - 5/9/67)
M/m/s/c/ that the problem has been corrected in the new Agreement, and that this
is not an interpretive matter but a factual case and should be denied.

Case # Local 224, Los Angeles, California, and
5-7-3001 Milne Truck Lines, Inc.

O-T-R Local 224 on behalf of Lawrence L. Booth is asking for \$68.25
Dispute for 21 hours misdispatch on 2/3/67, when a casual was dispatched
after Booth was available for work.

DECISION: (Main Committee - Transcript Page 43 -- 5/9/67)
M/m/s/c/ that the employee Lawrence Booth be paid a total of eight hours pay based
on the facts in this Case #5-7-3001.

Case # Local 224, Los Angeles, California, and
5-7-3002 Ringsby System

O-T-R Local 224 on behalf of the members employed at Ringsby-Pacific
Dispute requests the Joint State Committee to instruct the Company to
continue the past practice of starting times.

DECISION: (Main Committee - Transcript Page 193 - 5/10/67)
M/m/s/c/ that the bid that was put up in December under the Maintenance of Standards
was a valid bid and that the Union position be upheld.

Case # Local 224, Los Angeles, California, and
5-7-3003 Universal Mill Supply

O-T-R Local 224 on behalf of Edward Swierenga and Walter Ruby hereby
Dispute claims all monies lost from August, 1966 to present time, due to
Universal Mill Supply leasing or assigning their two trucks to
Dick Bell Trucking who then did the same work that Swierenga and
Ruby had done for a long period of time.

DECISION: (Main Committee - Transcript Page 325 - 5/11/67)
M/m/s/c/ that Case #5-7-3003 is not a sub-contracting case as contemplated under
the Agreement. The man did sell the trucks, and the drivers be entitled to pay from
the time the trucks were taken out of the shop until they were sold, less monies
earned during this period.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 287, San Jose, California, and
5-7-3004 California Cannery Workers

Interpre- Company is contemplating the discontinuance of a movement of
tation freight that has been performed by Teamsters and allocating
this work to the Cannery Workers Local #679.

DISPOSITION: Improper before this committee.

Case # Local 287, San Jose, California, and
5-7-3005 Scoffone Trucking Service

Full The Union claims the Company hauled pipe in leased equipment
Load to Bonded Drayage. Union claims men are entitled to drayage
Dispute scale.

DECISION: (Main Committee - Transcript Page 174 - 5/10/67)
M/m/s/c/ the claim of the Union be denied.

Case # Local 287, San Jose, California, and
5-7-3006 Scoffone Trucking Service

Interpre- Union claims Tom Gillian was used on Local Pick-Up freight.
tation Under Local 287 rate the double rate of pay should have been paid
instead of the semi-rate. Union entered letter of understanding
between Company and Union on Pick-Up scales.
Company claims they are under full load agreement and Company
stipulates that they would pay Pick-Up rates when used as such.

DECISION: (Main Committee - Transcript Page 181 - 5/10/67)
M/m/s/c/ that the claim of the Union be allowed.

Case # Local 315, Martinez, California, and
5-7-3007 Clark-Farnsworth

Joint Local 70 man came into Richmond and loaded a truck and took
Council #7 to Oakland. Union believes this is work which should be done
Dispute by Local 315 men.

DECISION: (Joint Council #7 Committee - Transcript Page 50 - 5/11/67)
M/m/s/c/ the case be referred back to the parties. And if the Company instructed
the Local 70 man to help the 315 man, then Barrios be paid at the broken-time rate
for the time involved; if the Company did not instruct the 70 man to help the 315 man,
the claim is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # 5-7-3008 ✓ Local 315, Martinez, California, and Encinal Terminals

Joint Council #7 Dispute Union claims that Company dispatched men from Local 70 jurisdiction into Local 315 jurisdiction. Claim for one day's pay for each of two men who were off on this date and available on 1/27/67.

DECISION: (Joint Council #7 Committee - Transcript Page 60 - 5/11/67)
M/m/s/c/ based on the facts in Cases No. 5-7-3008 and 5-7-3009 the claim of the Union be denied.
(Cases 5-7-3008 and 5-7-3009 were heard together)

Case # 5-7-3009 ✓ Local 315, Martinez, California, and Encinal Terminals

Joint Council #7 Dispute Union claims that Company sent Local 70 men into Local 315 to pull freight when regular Local 315 men were on layoff. Claims six days pay for senior Local 315 man off and available.

DECISION: (The same decision applies as in Case #5-7-3008)

Case # 5-7-3010 ✓ Local 315, Martinez, California, and Pacific Intermountain Express

Tanker Dispute Union asking for one day's wages for top man, seniority, who is often available as a Texas rig came in yard empty, steamed out 10/3/66.

DISPOSITION: Postponed.

Case # 5-7-3011 ✓ Local 315, Martinez, California, and Sheedy Drayage

Joint Council #7 Dispute Union claims Local 85 men cannot perform any duties in city of Richmond when there are any Local 315 men in layoff status.

DISPOSITION: (Joint Council #7 Committee - Transcript Page 69 - 5/11/67)
Withdrawn.

Case # 5-7-3012 ✓ Local 315, Martinez, California, and Sheedy Drayage

Joint Council #7 Dispute Jurisdiction - Union claims that Company ran Local 85 man into 315 jurisdiction while 315 man off and available. (Emil Diero)

DISPOSITION: (Joint Council #7 Committee - Transcript Page 69 - 5/11/67)
Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 690, Spokane, Washington, and
5-7-3013 Consolidated Freightways

Automotive Consolidated Freightways, Spokane Division, has been assigning
Dispute all emergency tire road work over to the machinists which we
feel is a violation of our Contract with Consolidated Freightways.
We are not claiming any monies as of this date for any emergency
tire work that has been done on the road in the past. We are
asking for a settlement of where the jurisdiction lies in regard
to the road work.

DECISION: (Main Committee - Transcript Page 154 - 5/9/67)
M/m/s/c/ that the Company be instructed to comply with the Automotive Supplemental
Agreement regarding this work.

Case # Local 690, Spokane, Washington, and
5-7-3014 United-Buckingham Freight Lines

O-T-R Requesting 25 additional premium miles for Francis Leonard,
Dispute Spokane - Pasco bid driver on Spokane - Pasco - Boise run.

DISPOSITION: Settled and Withdrawn.

Case # Local 741, Seattle, Washington, and
5-7-3015 Consolidated Freightways, Inc.

O-T-R Local 741 requests that Consolidated Freightways be instructed
Dispute to leave copies of the Over-The-Road drivers sign in and out
sheets where they will be readily available to the drivers for a
period of at least 72 hours.

DISPOSITION: (Main Committee - Transcript Page 47 - 5/9/67)
This case was referred to the parties to settle .

Case # Local 741, Seattle, Washington, and
5-7-3016 Los-Angeles-Seattle (Interstate)

O-T-R Local 741, Seattle, Washington requests runaround pay for DeRoy
Dispute Bradshaw from LASME - IFL when on February 12, 1967, Harold
Thrasher, a man junior to Bradshaw made a Seattle-Portland
turn that should have been made by DeRoy Bradshaw.

DECISION: (Main Committee - Transcript Page 56 - 5/9/67)
M/m/s/c/ based on the facts in this case the claim be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 741, Seattle, Washington, and
5-7-3017 Pacific Intermountain Express

O-T-R We claim the sleeper team in question was not at any time relieved
Dispute from duty and therefore should be compensated for all time spent
on the turnaround trip from Seattle to Oakland.

DECISION: (Main Committee - Transcript Page 65 - 5/9/67)
M/m/s/c/ that the claim of the Union be denied.

Case # Local 741, Seattle, Washington, and
5-7-3018 Portland-Seattle Freight Lines

Master Local 741 requests that Portland-Seattle Freight Lines shall be
Dispute ordered to continue to pay for holiday pay the mileage of a
Seattle-Portland turn, plus 3/4 hour work time to all regular
drivers on the Seattle seniority list.

STIPULATED DECISION: (Main Committee - Transcript Page 104 - 5/9/67)
Let the record show that Portland-Seattle Freight Lines is now a Division of Valley
Copperstate as well as Pierce Freight Lines of Portland, Oregon. That agreement
has been reached between the Company and Local 741 on the subject of methods of
payment of holiday pay for the drivers domiciled in Seattle, Washington working for
this division. And that agreement provides that the pay practices of Portland-Seattle
Freight Lines that existed in November of 1966 are to be continued for holiday pay
purposes up until this date, and that from this date on the pay practices of Pierce
Freight Lines Division, which is the contract application, is to apply. The Company
is to make retroactive adjustments for all holidays that have occurred since that time.

Case # Local 741, Seattle, Washington, and
5-7-3019 United - Buckingham Freight Lines

O-T-R Company was in violation of agreed upon dispatch rules between
Dispute them and the Union. Further, the layoff notices sent to the employees
involved were temporary layoffs and the employees did in fact make
themselves available for work during dispatch hours, as agreed upon.

DECISION: (Main Committee - Transcript Page 68 - 5/9/67)
M/m/s/c/ that based on the facts the claim of the Union be upheld.

Case # Local 775, Denver, Colorado, and
5-7-3020 I.M.L. Freight

Automotive Michael Misztal claims 8 hours pay at time and one-half for work
Dispute performed by a junior employee on February 7th and 8th, 1967.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
5-7-3021 Navajo Freight Lines, Inc.

O-T-R O. K. Foster states: On 3/7/67 Tractor #2305, Trailer #TS-1431 -
Dispute weight 22437 lbs. was dispatched to Colorado Springs, Colorado.
As this is a solo run, that trip should have been mine. I claim
5-1/2 hours. This load was pulled by a sleeper team out of
Denver, one driver's name was Lewis.

DECISION: (Main Committee - Transcript Page 132 - 5/9/67)
M/m/s/c/ based on the facts presented in the case the claim of the Union be upheld.

(Cases #5-7-3021 and #5-7-3022 were heard together)

Case # Local 961, Denver, Colorado, and
5-7-3022 Navajo Freight Lines

O-T-R Leslie L. Larson states: On 3/7/67 McFillen and Young were
Dispute dispatched with Tractor #2115 and loaded Trailer #1135 with
25,615 lbs. of Colorado Springs freight TS-71038. I got back
into Denver at 3:39 a.m., McFillen and Young went out at 5:31 a.m.
I should have pulled this trip, it is part of my solo bid. They went
on to Pueblo with an empty, picked up a load to the coast. I
claim 8 hours minimum pay for this trip I should have pulled.

DECISION: Same decision applies as in Case #5-7-3021.

Case # Local 961, Denver, Colorado, and
5-7-3023 Navajo Freight Lines, Inc.

O-T-R Leslie Larson states: On pay sheets #65824, #65826, #65835, and
Dispute #65844, the Company cut these from \$3.25 per hour to \$3.10
for 35-1/2 hours. They owe me \$5.33 on these trips.

DECISION: (Main Committee - Transcript Page 138 - 5/9/67)
M/m/s/c/ that due to the facts the claim of the Union be upheld.

Case # Local 961, Denver, Colorado, and
5-7-3024 The Ringsby System

O-T-R Wilford George states: Arrived at Los Angeles 12/29/66 at
Dispute 8:16. Informed by dispatcher on arrival that loads were available
and received bills and travel orders within the first hour. Hooked
up and sealed at 11:32. At approximately 1:00 p.m., we received
word we were on ready line. We requested that the tarp be put
on due to high winds and storm. We were then notified ready
and punched out and left within 2 to 5 minutes at 4:16.

DECISION: (Main Committee - Transcript Page 145 - 5/9/67)
M/m/s/c/ This case is referred back to the parties and committee retains
jurisdiction.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # Local 961, Denver, Colorado, and
5-7-3025 Rio Grande Motor Way, Inc.

O-T-R Charles M. Walton states: On Monday morning, February 13th
Dispute at 11:30 a.m. I was called at my home in Longmont by Mr. Leonard Waring, Safety Director for Rio Grande and ordered to report to the Company office at Denver. He gave me a reporting time at 1:00 p.m. I arrived at 12:45 p.m. and sat thru an investigation of my record with the Company, brought about by a complaint of my driving. I left the office at approximately 3:30 p.m. I turned a time slip in for 4 hours and this time slip was returned to me.

DECISION: (Main Committee - Transcript Page 150 - 5/9/67)
M/m/s/c/ based on the facts in this case the claim of the Union is denied.

Case # Local 45, Great Falls, Montana, and
5-7-3026 United-Buckingham Freight Lines

P & D Time slip, employee Sabie, 56 hours at straight time, plus 49
Dispute hours at time and one-half due to employer working junior men on bid shift and using Sabie as a 20% employee.

DECISION: (Committee for Local Operations - Transcript Page 46 - 5/9/67)
M/m/s/c/ that based on the facts presented the claim of the Union be denied.

Case # Local 180, Los Angeles, California, and
5-7-3027 Los Angeles-Seattle Motor Express

Discharge Local 180 takes the position that David Siroonian was unjustly discharged for drunkenness on February 13, 1967.

DECISION: (Main Committee - Transcript Page 275 - 5/10/67)
M/m/s/c/ that the discharge be upheld.

Case # Local 180, Los Angeles, California, and
5-7-3028 Pacific Intermountain Express

Discharge Local 180 takes the position that R. M. Green has been unjustly terminated.

DECISION: (Main Committee - Transcript Page 291 - 5/10/67)
M/m/s/c/ that the man be put back to work next Monday, May 15, 1967 and no back pay.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 208, Los Angeles, California, and
5-7-3029 C.K.M. Transportation Company, Inc.

Discharge Local 208 on behalf of Raymond Barilone protests issuance of termination notice dated January 3, 1967 and requests that he be reinstated with full seniority and compensated for all time lost.

DECISION: (Main Committee - Transcript Page 342 - 5/11/67)
M/m/s/c/ that the Company complied with Article 38, Section 6 at the request of the Union and the discharge stand.

Case # Local 208, Los Angeles, California, and
5-7-3030 Quick Service Transfer

Discharge Local 208 protests issuance of Termination Notice to William Cooper dated 3/8/67 and requests that he be reinstated with his full seniority and compensated for all time lost.

DISPOSITION: (Main Committee - Transcript Page 408 - 5/11/67)
This case is Postponed with the understanding that there will be no accumulation of back money as of today (May 11/67)

Case # Local 208, Los Angeles, California, and
5-7-3031 Qwikway Trucking Company

Discharges	Member	Warning Notice	Discharge
	Telesforo Avila	SC-1-7-8540	SC-1-7-8541
	Pete A. Baisa	SC-1-7-8542	SC-1-7-8543
	Charles A. Esquibel	SC-1-7-8544	SC-1-7-8545
	Dennis D. Garcia	SC-1-7-8546	SC-1-7-8547
	Raymond Jaramillo	SC-1-7-8548	SC-1-7-8549
	Henry V. Martinez	SC-1-7-8550	SC-1-7-8551
	Glenn B. Mattison	SC-1-7-8552	SC-1-7-8553
	Benito Mejia	SC-1-7-8554	SC-1-7-8555
	Ray Mestas	SC-1-7-8556	SC-1-7-8557
	Paul M. Mora	SC-1-7-8558	SC-1-7-8559
	Rudolfo Mora	SC-1-7-8560	SC-1-7-8561
	Edward Pinela	SC-1-7-8562	SC-1-7-8563
	Johnnie Rodriguez	SC-1-7-8564	SC-1-7-8565

The Local Union protests the issuance of the warning notices for allegedly refusing to work shift on November 25/66 and requests that they be removed. The Local Union protests the terminations of the above listed members, contending that these terminations are improper and in violation of the Freight Agreement now in effect.

DECISION: (Main Committee - Transcript Page 345 - 5/11/67)
M/m/s/c/ that in view of the evidence presented the discharges be reduced to a suspension; the warning letters are to be upheld. That all employees be returned to work and their seniority date be their original date of hire with the Qwikway Company. All money claims arising out of this case be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-3032 Qwikway Trucking Company

Discharge The Local Union protests the termination of Ray Mestas dated
December 7, 1966.

DECISION: (Main Committee - Transcript Page 377 - 5/11/67)
M/m/s/c/ that in view of the evidence presented it is the committee's decision that
Mestas be returned to work with his original seniority date with Qwikway Company
as already decided in Case #5-7-3031, and his claim for monies due is denied.

Case # Local 224, Los Angeles, California, and
5-7-3033 T.I.M.E. Freight, Inc.

Discharge Local 224 on behalf of Paul M. Weisgerber protests his discharge
as of February 1, 1967 and requests that he be reinstated with
full seniority and compensated for all monies lost.

DECISION: (Main Committee - Transcript Page 259 - 5/10/67)
M/m/s/c/ in view of the evidence presented that Paul Weisgerber be returned to
work next Monday, all seniority rights, no back pay and a final warning letter for
delaying freight.

Case # Local 357, Los Angeles, California, and
5-7-3034 Santa Fe Trail Transportation

Discharge The Local Union wishes to protest the discharge of George Kovacs.

DECISION: (Main Committee - Transcript Page 443 - 5/11/67)
M/m/s/c/ in Case #5-7-3034, the discharge be reduced to a suspension and the man
be returned to work with full seniority rights and four weeks back pay.

(Cases #5-7-3034 and #5-7-3041 were heard together)

Case # Local 692, Long Beach, California, and
5-7-3035 Harbor Truck Lines

Discharge Local 692 takes the position that Robert J. Walker was improperly
discharged for a chargeable accident March 13, 1967.

DECISION: (Main Committee - Transcript Page 35 - 5/9/67)
M/m/s/c/ that the man be reinstated as of next Monday with no back pay.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-3036 Los Angeles-Seattle Motor Express

Warning Local 208 on behalf of Dean Allen, et al, protests issuance of
Letters warning notices implying participation and support of work stoppage
on December 5, 1966.

DECISION: (Committee for Local Operations - Transcript Page 304 - 5/11/67)
M/m/s/c/ that the Company acted within its right under Article 43, Section 2,
Paragraph 2 of the Contract and that the warning notices shall be sustained with the
following exceptions: A. McCurdy, R. Phillips, Lucas Villa, Gary Cooper and
B. Samanduroff. These men's warning notices shall be revoked.

Case # Local 208, Los Angeles, California, and
5-7-3037 Los Angeles - Seattle Motor Express

Warning Local 208 on behalf of Gary Farmer, C. G. Kohny and James Rose,
Letter protests warning notices issued intimating that each participated
in and supported an unauthorized work stoppage.

DECISION: (Committee for Local Operations - Transcript Page 312 - 5/11/67)
M/m/s/c/ that the warning notices issued to Farmer, Kohny and Rose be sustained.

Case # Local 208, Los Angeles, California, and
5-7-3038 Shippers Express

Warning Local 208 protests issuance of warning notice to Sam Bonura dated
Letter 3/2/67 and requests that same be removed from his records.

DECISION: (Committee for Local Operations - Transcript Page 233 - 5/11/67)
M/m/s/c/ that the warning letter to Sam Bonura be sustained.

Case # Local 208, Los Angeles, California, and
5-7-3039 Smith Transportation Company

Protest The Local Union protests the suspension of Harry Shone dated
of January 16, 1967, applicable for the period from November 28/66.
Suspension

DECISION: (Committee for Local Operations - Transcript Page 278 - 5/11/67)
M/m/s/c/ that Mr. Harry Shone is considered to have been off on a medical leave
of absence until his return to work on February 6, 1967, and the money claim is denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-3040 Sterling Transit, Inc.

Warning Local 208, on behalf of the members in question, protests issuance
Letters of warning notices dated January 9, 1967; said warning notices being
in violation of the National Master Freight Agreement in that the
picket line placed at Sterling Transit was authorized by the Local
Union and the drivers were merely observing said picket line.

DECISION: (Committee for Local Operations - Transcript Page 292 - 5/11/67)
M/m/s/and Deadlocked that the warning notices were properly issued.

Case # Local 357, Los Angeles, California, and
5-7-3041 Santa Fe Trail Transportation

Warning The Local Union wishes to protest the warning letter issued to
Letter George Kovacs on 2/21/67.

DECISION: The decision in Case #5-7-3034 applies.

Case # Local 81, Portland, Oregon, and
5-7-3044 O.N.C. Fast Freight

P & D The Union contends the Company worked junior employee Philpott
Dispute instead of senior employee Butler on Saturday, a premium day.
Therefore the Union feels that is a violation of the Seniority Clause
in the Contract.

DECISION: (Committee for Local Operations - Transcript Page 250 - 5/11/67)
M/m/s/c/ that if Philpott did bargaining unit work on the Saturday in question that
Butler's claim be allowed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # 5-7-3045 ✓ Local 70, Oakland, California, and
Exley Express

O-T-R Dispute Claiming eight hours pay for top man on seniority list. Company ran a sleeper team with Tractor 95 and Van 45-A on January 9/67 from Portland to Stockton and made a drop in Stockton and proceeded into San Francisco, made three drops and continued to Monterey.

DECISION: (Main Committee - Transcript Page 210 - 5/10/67)
M/m/s/and Deadlocked that the claim of the Union be denied.
M/m/s/and did not receive a majority vote that this case go to arbitration.

Case # 5-7-3046 ✓ Local 70, Oakland, California, and
Exley Express

O-T-R Dispute Money claim for a Local 70 man. Union claiming sleeper team came out of Portland to Select Foods in Hayward which is Local 70's jurisdiction, and hired one man out of the hiring hall and he and the driver loaded approximately 13,000 lbs. Union is claiming that this sleeper team by-passed the Oakland team and were in violation of the Contract.

DECISION: (Main Committee - Transcript Page 222 - 5/10/67)
M/m/s/and Deadlocked that the claim of the Union be upheld.
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

Case # 5-7-3047 ✓ Local 70, Oakland, California, and
Exley Express Company

O-T-R Dispute Money claim for Ambrose. Union is requesting day's pay for Ed Ambrose who is on layoff. Union claiming Los Angeles line driver performed local work.

DECISION: (Main Committee - Transcript Page 236 - 5/10/67)
M/m/s/c/ that the claim of the Union be upheld.

Case # 5-7-3048 ✓ Local 70, Oakland, California, and
Haslett

Joint Council 7 Dispute Union claims according to the Contract that only one trans-bay operation can occur, or only one driver on the night shift unless otherwise agreed upon and state they have no other agreement with the Company. Union requesting Haslett to pay time and one-half for all days this work was performed by these men.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
* * * * *

Case # 5-7-3049 ✓ Local 70, Oakland, California, and
Los Angeles-Seattle Motor Express

O-T-R Money claim. Union is claiming runaround for a local man because
Dispute a sleeper team from Portland, Oregon by-passed the Oakland
terminal and made deliveries at Sunnyvale.

DISPOSITION: Postponed.

Case # 5-7-3050 ✓ Local 70, Oakland, California, and
T.I.M.E. Freight

Joint Three men were called in on emergency pickup on Saturday p.m.
Council #7 They hooked up schedules and took them to Riverbank, loaded and
Dispute returned. They were paid on the PUD overtime basis from 5:30 p.m.
Union claims starting time for local drivers is 8:00 a.m. Saturdays
as well as weekdays, and should be paid from 8:00 a.m. at 1-1/2
overtime.

DECISION: (Joint Council #7 Committee - Transcript Page 3 - 5/11/67)
M/m/s/c/ that the Union claim be upheld.

Case # 5-7-3051 ✓ Local 70, Oakland, California, and
Wells Cargo

Joint Two local pickup drivers were called in at 10:30 p.m. on a Saturday
Council #7 and worked through until 2:30 p.m. Sunday afternoon. Were paid
Dispute for time worked at the overtime rate. Union claims that according
to starting time the men should have been paid from 8:00 a.m.
Saturday morning.

DISPOSITION: Postponed.

Case # 5-7-3052 Local 81, Portland, Oregon, and
Exley Express

O-T-R Local 81 is claiming 1,000 miles guarantee for sleeper team West
Dispute and Yokum who broke down enroute and were subsequently returned
to their home terminal.

DECISION: (Main Committee - Transcript Page 84 - 5/9/67)
M/m/s/c/ based on the facts presented in this case the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-7-3053 McCracken Brothers Motor Freight

O-T-R Local 81 is in dispute with McCracken Brothers Motor Freight
Dispute over scheduling of vacations during the last two weeks of August.

DECISION: (Main Committee - Transcript Page 428 - 5/11/67)
M/m/s/c/ the claim of the Union be upheld.

Case # Local 81, Portland, Oregon, and
5-7-3054 O. N. C. Fast Freight

O-T-R On February 13, 1967, driver McCann was in Seattle and dispatcher
Dispute called for him to report on his fifteenth hour. McCann did report
but was not dispatched until ten minutes after his fifteenth hour.
McCann asked the dispatcher for the layover slip which McCann
completed and the dispatcher signed. It is the Union's contention
that when these pay slips are signed by a dispatcher the Company
should pay the claim. The Union is therefore asking for the three
hour minimum layover time.

DECISION: (Main Committee - Transcript Page 417 - 5/11/67)
M/m/s/c/ the claim of the Union be allowed.

Case # Local 81, Portland, Oregon, and
5-7-3055 O.N.C. Fast Freight

O-T-R Local 81 is in dispute with O.N.C. Fast Freight over their failure
Dispute to pay a thirty minute wage claim to driver Robert McCann for
time spent at turnaround point.

DECISION: (Main Committee - Transcript Page 424 - 5/11/67)
M/m/s/c/ the claim be denied.

Case # Local 85, San Francisco, California, and
5-7-3056 Call Mac Transportation

Joint Union claims that man who was laid off has not been recalled,
Council #7 while another non-Union employee has done his work.
Dispute

DECISION: (Main Committee - Transcript Page 392 - 5/11/67)
M/m/s/c/ that the claim of the Union be denied.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 85, San Francisco, California, and
5-7-3057 Valley Motor Lines

O-T-R Runaround for Cardinale. Union is claiming a runaround for
Dispute January 13th because the Company cancelled out a Los Angeles
run. Company sent out an Oakland tractor to San Francisco to
pick up loads for Fresno.

DECISION: (Main Committee - Transcript Page 503 - 5/12/67)
M/m/s/c/ that the change of operations as previously granted and clarified in the
transcript in Cases 8-4-1532 and 8-4-1598 be affirmed, and the question of jurisdiction
be referred to the Teamster Jurisdictional Committee.

Case # Local 150, Sacramento, California, and
5-7-3058 McKeown Transportation

Tanker Union claims \$39.58 due Slatten for improper dispatch on
Dispute January 29, 1967.

DISPOSITION: Duplication of #5-7-2982.

Case # Local 190, Billings, Montana, and
5-7-3059 Garrett Freightlines

O-T-R Claim involves 23-1/2 hours claimed by men while in Spokane,
Dispute Washington. Company has installed a shower head but that they
furnish only paper towels which are placed next to the shower.
No soap is furnished, no sink or stool is in the shower room,
and the drivers have to use the facilities of the dock people.
Position of the Local Union is that facilities at the Spokane
terminal are not adequate, further that the Company should
furnish cloth towels.

DISPOSITION: (Main Committee - Transcript Page 411 - 5/11/67)
The parties have agreed to withdraw this case, and the Company
agrees to go ahead and proceed with the recommendation of the
committee.

Case # Local 190, Billings, Montana, and
5-7-3060 Garrett Freightlines

O-T-R Request check and report time to be paid. Union contends that the
Dispute Company should pay on the basis of past practice, and that Garrett
has never paid check and report time on sleeper runs. The check
and report time is for reports and other requirements at the end
of a driver's run.

DISPOSITION: Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 222, Salt Lake City, Utah, and
 5-7-3061 Garrett Freightlines

O-T-R A Salt Lake sleeper team arrived at its lay point at Las Vegas
 Dispute at 05:00 and was given a call time and reported at 17:30. Their tractor was hooked up to an empty trailer and in checking it they discovered that the trailer had defective lights. Following another change of trailers, the team finally departed approximately one hour later.
 The Union claims the three hour minimum, contending that since they did not actually depart prior to their 13th hour, the three hour minimum should be paid.

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
 5-7-3062 California Cannery

O-T-R Pay claim for McEver. Union claiming overtime rate of pay for
 Dispute a shortline driver who worked on a Saturday in a higher pay scale area.

DISPOSITION: (Main Committee - Transcript Page 242 - 5/10/67)
 Postponed.

Case # Local 287, San Jose, California, and
 5-7-3063 Garrett Freightlines

Joint Union claims pay for Local 287 man from March 14, 1967.
 Council #7 Local 287 claims that when the Local 287 man broke his leg, the
 Dispute Company should have called the 287 hiring hall and secured a casual to handle the pickup and delivery normally performed by the regular 287 man.

DISPOSITION: Settled and Withdrawn.

Case # Local 287, San Jose, California, and
 5-7-3064 Interlines-Blankenship

O-T-R Bidding. Union claims that the Company has enough freight generating
 Dispute out of San Jose to Los Angeles and feel that under the agreement a short line driver has the right to bid this line.

DISPOSITION: Postponed.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 315, Martinez, California, and
5-7-3065 Clark Farnsworth

O-T-R Union claiming for day's wages for top man on seniority list who
Dispute was off and available as Company sent truck from L. A. into
our area to pick up a load and go south.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
5-7-3066 Consolidated Freightways

O-T-R Runaround for Collura. Union is claiming runaround on the bid
Dispute Reno division run because the Company sent freight out on the
sleeper cab truck, and cancelled the division run.

DISPOSITION: Postponed.

Case # Local 468, Oakland, California, and
5-7-3067 Consolidated Freightways

O-T-R Room rent for Leeman and Fenrich. Claiming \$9.27. Drivers
Dispute were put off duty due to a breakdown for 8 hours and Company
refuses to pay the room rent.

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
5-7-3068 Consolidated Freightways

O-T-R Money claims for Imhoff and Helms, Hare and Cordingly - Henzel
Dispute and Webster - Sills and Hill.

DECISION: (Main Committee - Transcript Page 554 - 5/12/67)
M/m/s/c/ that the drivers were properly paid.

Case # Local 468, Oakland, California, and
5-7-3069 Delta Lines

O-T-R Money claim for Torbet (1-1/2 hours). Union is claiming 1-1/2
Dispute hours runaround because Delta gave loads to DeSalvo Trucking
Company to pull load from Los Angeles to Oakland, and then later
sent out their bid drivers.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
5-7-3070 Delta Lines, Inc.

O-T-R Money claim for Torbet (1 hour) Union is claiming 1 hour pay
Dispute for meal time while hauling Class "A" explosives.

DECISION: Main Committee - Transcript Page 550 - 5/12/67)
M/m/s/c/ that based on the facts in this case, the claim for one hour be allowed.

Case # Local 468, Oakland, California, and
5-7-3071 Los Angeles-Seattle Motor Express

O-T-R Union is claiming the 3 hour minimum under the layover clause.
Dispute Drivers laid at the break point under the 15 hours and were not paid.

DISPOSITION: Settled and Withdrawn.

Case # Local 468, Oakland, California, and
5-7-3072 O. N. C.

O-T-R Four hours abusive free time for Thomas Arnold.
Dispute

DECISION: (Main Committee - Transcript Page 536 - 5/12/67)
M/m/s/c/ that based on the facts in this case the claim of the Union be denied.

Case # Local 468, Oakland, California, and
5-7-3073 O. N. C.

O-T-R Ten hours pay claim for Taylor. Union is claiming 10 hours
Dispute pay because of forced layover at Redding, California.

DISPOSITION: Settled and Withdrawn.

Case # Local 839, Pasco, Washington, and
5-7-3074 Consolidated Freightways, Inc. (Bulk Commodities Division)

Tanker Requesting a day's pay, \$26.72 for each day the Company was
Dispute delinquent in paying a terminated employee.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 81, Portland, Oregon, and
5-7-3075 McCracken Brothers Motor Freight

Discharge Local 81 is protesting the termination of Archie Cosmo.

DECISION: (Main Committee - Transcript Page 433 - 5/11/67)
M/m/s/c/ that the discharge be reduced to a warning letter and he be returned to work next Monday with no back pay.

Case # Local 81, Portland, Oregon, and
5-7-3076 Sites Silverwheel Freightlines

Discharge Union contended that the discharge of Clyde Starr had been untimely in that the Company was in violation in that they did not terminate the man within ten days.

DECISION: (Main Committee - Transcript Page 526 - 5/12/67)
M/m/s/c/ that the discharge of Clyde Starr be reduced to a suspension and he be returned to work with full seniority on his rightful position.

Case # Local 468, Oakland, California, and
5-7-3077 Pacific Intermountain Express

Discharge Union protests the discharge of Simon for reckless driving.

DECISION: (Main Committee - Transcript Page 398 - 5/11/67)
M/m/s/c/ that the man be returned to work with full seniority and no compensation for time lost.

Case # Local 856, San Francisco, California, and
5-7-3078 O.N.C.

Discharge Discharge of Mrs. Keefer. Case was referred back to the Joint State Committee from the Joint Western Committee to be heard on its merits.

DECISION: (Main Committee - Transcript Page 89 - 5/9/67)
M/m/s/c/ Based on the facts presented in this case and due to the violation of the contract by the Employer in failing to send a letter notifying the Union of the action taken by the Company, that this woman be returned to work and a third doctor be selected by the Union and the Company, and if she passes the employment qualifications physically, she shall be returned to work with full seniority and no back pay.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 468, Oakland, California, and
5-7-3079 J. Christenson

Warning Union protests the warning letter sent to Anderson on February
Letter 20, 1967 stating that he had been drinking and was in no condition
to perform his run.

DECISION: (Committee for Local Operations - Transcript Page 232 - 5/11/67)
The letter of warning has been reduced to a letter of reprimand.

Case # Local 468, Oakland, California, and
5-7-3080 Navajo Freightlines

Warning Union is protesting the warning and suspension issued to Cole
Letter for I.C.C. violation.

DECISION: (Main Committee - Transcript Page 561 - 5/12/67)
M/m/s/c/ that the benefits of Article 43, Section 1 (f) be withdrawn in view of the
non-appearance of the Company.

Case # Local 468, Oakland, California, and
5-7-3081 Pacific Intermountain Express

Warning Union protests the warning letter issued to Frank Nash for not
Letter reporting for work.

DECISION: (Committee for Local Operations - Transcript Page 262 - 5/11/67)
M/m/s/c/ that the warning letter be reduced to a letter of reprimand in this case.

Case # Local 483, Boise, Idaho, and
5-7-3082 Garrett Freightlines

Warning The Local Union wishes to protest the warning letter issued to
Letter Max King.

DISPOSITION: Settled and Withdrawn.

Case # Local 483, Boise, Idaho, and
5-7-3083 Garrett Freightlines

Warning The Local Union wishes to protest warning letter issued to Max King
Letter for an accident occurring on January 20, 1967, at which time he hit
an overhead beam with his trailer, resulting in damage estimated by
the Company as approximately \$300.00.

DISPOSITION: Settled and Withdrawn.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 208, Los Angeles, California, and
5-7-3084 Crescent Truck Lines

Discharge The Local Union wishes to protest the discharge of Robert Simmons.

DECISION: (Main Committee - Transcript Page 332 - 5/11/67)
M/m/s/c/ that Robert Simmons did quit his job, as evidenced by the resignation put into evidence, and that he was properly terminated as a line driver under the probationary clause of the contract.

Case # Local 208, Los Angeles, California, and
5-7-3085 Milne Truck Lines

Discharge The Union wishes to protest the termination of John Hancock.

DECISION: (Main Committee - Transcript Page 464 - 5/12/67)
M/m/s/c/ that Mr. Hancock be returned to work next Monday with no back pay.

Case # Local 208, Los Angeles, California, and
5-7-3086 Western Transportation Company

Discharge The Union wishes to protest the discharge of Roy Serrato.

DECISION: (Main Committee - Transcript Page 485 - 5/12/67)
M/m/s/c/ the discharge be upheld.

Case # Local 70, Oakland, California,
5-7-3087 Local 85, San Francisco, California, and
Neilsen Freight Lines

Seniority The Unions request a clarification of the seniority of the employees of Neilsen Freight Lines and Callison Truck Lines after the purchase was consummated.

DECISION: (Main Committee - Transcript Page 248 - 5/10/67)
M/m/s/c/ in accordance with the legal document which was agreed to by the International Brotherhood of Teamsters and the Trucking Employers, Inc., under the National Master Freight Agreement, and both Companies being solvent, that the employees be dovetailed in accordance with their individual Company seniority dates. In the event of a lack of work, the layoffs be made from that dovetailed list from the bottom.

DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE
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Case # Local 150, Sacramento, California, and
5-7-3088 Consolidated Freightways

Warning Letter The Union wishes to protest the warning notice issued James Harris on 2/10/67.

DECISION: (Main Committee - Transcript Page 169 - 5/9/67)
M/m/s/c/ the warning letter be reduced to a reprimand.

Case # Local 224, Los Angeles, California, and
5-7-3089 Arizona Pacific Tank Lines

Tank Truck Interpretation Union requests that the original seniority of Ronald Vipperman be restored.

DECISION: (Main Committee - Transcript Page 184 - 5/10/67)
M/m/s/c/ that this is not an interpretive case but a factual case, and that the decision in this case be that Ron Vipperman's seniority date be 6/1/64, less the time that he was incarcerated.

Case # Local 150, Sacramento, California, and
5-7-3091 J. Christenson Company

P & D Dispute Union requests interpretation of Article 57, Section 2 (c) of the Pick-Up and Delivery Supplement. Company and men requested the Union to approve the practice of rotating premium day work. Now three men wish to discontinue this practice and go to straight seniority. The balance of 15 men wish to leave it as is.

DECISION: (Committee for Local Operations - Transcript Page 123 - 5/10/67)
M/m/s/c/ that based on the evidence presented, the present practice shall continue.

RECEIVED

JUN 15 1967

MINUTES OF MEETING

UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE

AND

REPRESENTATIVES OF LOCAL UNIONS

MONDAY, MAY 8, 1967, at 10:00 A.M.

MONTEREY ROOM OF THE SIR FRANCIS DRAKE HOTEL

SAN FRANCISCO, CALIFORNIA

The meeting was called to order at 10:00 A.M., Monday, May 8, 1967 by Joseph Diviny, Chairman.

1. Roll Call of the Union members of the Joint Western Area Committee showed the following members present:

Fred Hofmann
George Rohrer
Robert Rampy
Art Trimble
Floyd Mendenhall
George King

Harry Bath
Bud Green
Lafe Case
Bill Waggoner
Gene Shepherd

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, February 13, 1967 were approved as mailed.
3. In addition to those members of the committee listed above, the following representatives of Local Unions, etc., were present in the meeting.

Clyde Crosby - I. B. T.
Joe Arino - Local 70
Charles Brenner - Local 208
Carl Burckel - Local 396
L. N. Case - Local 222
E. F. DeCosta - Local 70
W. D. Dyer - Local 224
Bill Fountaine - W.M.F.D.
Allen Griggs - Local 492
Herb Helmers - Local 357
A. J. Hardy - Local 439
Manuel Magan - Local 208
LeRoy Nunes - Local 70
Joseph Perkins - Local 692
Ed Shapiro - Local 208
Don Warren - Local 190
Frank Wilson - Local 467
Clyde Yandell - Local 224
Joe Stovall - Local 941
William Croysdill - Local 208

Roy Williams - I. B. T.
Ernie Hinch - W.M.F.D.
Gene Bedford - Local 692
Ed Blackmarr - Local 208
Jack Crotty - S. C. JSC
Ed Dietrich - Local 208
Joe Davis - Local 315
Dave Fekay - I. B. T.
C. R. Hasslock - Local 775
Manny Joseph - Local 468
Bill Martin - Local 741
Chuck Mack - Local 70
W. B. Patton - Local 208
Richard Sarmento - Local 70
B. W. Volkoff - Local 357
J. T. Williams - Local 208
Weldon Wirt - Local 224
Harry Marshall - Local 17
Ted Merrill - I. B. T.

UNION MINUTES
May 8, 1967

4. The following committees were then named by the Chairman for the hearing of cases on the Joint Agenda:

O.T.R. (MAIN) COMMITTEE:

Joseph Diviny - Chairman
Harry Bath
Verne Milton
Gene Shepherd
Fred Hofmann
George King
Floyd Mendenhall

Ernie Hinch - Secretary

Manny Joseph - Sgt. at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS:

Gerald Shearin - Chairman
Bernard Volkoff
George Rohrer
Art Trimble
Bud Greene

Ed Blackmarr - Secretary

Herb Helmers - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE:

Bill Waggoner - Chairman
Allen Griggs
L. N. Case
Robert Rumpy
Robert Shaw
Harry Kachadoorian

Jack Crotty - Secretary

Hugo Wagner - Sgt. at Arms

5. The Meeting Adjourned at 11:10 a.m., Monday, May 8, 1967.

DECISIONS OF NATIONAL AND MULTI-CONFERENCE COMMITTEE -
MEETING OF FEBRUARY 27, 1967

Local 180, Los Angeles, California, and Pacific Intermountain Express
Deadlocked Joint Western Area Committee - February 14, 1967
Case No. 2-7-2809

Local 180 takes the position that P.I.E. owes M.M. Johnson and R. Jenkins 4-1/4 hours pay at the rate of \$3.15 per hour, a total sum of \$13.44 due each man. On May 16, 1966, this team was put off duty in Denver, Colorado, waiting for the truck to be steam cleaned. The load was ready and waiting. Therefore they should be paid for the time.

DECISION: M/m/s/and Deadlocked that the claim of the Union be upheld.
M/m/s/c/ Union maintains the right to strike.

Local 315, Martinez, California, and Clark Farnsworth
Deadlocked Joint Western Area Committee - February 15, 1967
Case No. 2-7-2830

Hiring Hall dispute. Union is asking that the Company abide by the agreement by using men from the Hiring Hall instead of using men under the Tanker Agreement that work for Consolidated.

DECISION: M/m/s/c/ claim is denied. Company will submit list to Union of those men who are being used both on freight and tanks.

Local 468, Oakland, California, and Pacific Intermountain Express
Deadlocked Joint Western Area Committee - February 14, 1967
Case No. 2-7-2837

Money claim for Rains and Ridgway. Union claiming 6 hours pay at Denver, Colorado. Drivers were put off duty, but loads were available on arrival. Union maintains that the Company has 1-1/2 hours to turn the drivers, or if it goes over 1-1/2 hours, drivers shall receive all time spent.

DECISION: M/m/s/c/ Claim of the Union be upheld.

Local 150, Sacramento, California, and Interstate Motor Lines
Deadlocked Joint Western Area Committee - February 15, 1967
Case No. 2-7-2897

Union claims 8 hours at time and one half for eligible local man as Company in violation of Article 52, Section 1 (d) when on December 11, 1966, sleeper team worked fork lift and hand loaded freight in excess 8,000 lbs. miscellaneous freight. Tractor 3056 - Trailer 3669.

DECISION: M/m/s/c/ Company and Union to sit down and work out formula similar to Ringsby's. If unable to work out, it comes back here.
(Guideline: over 1500 lbs.)

DECISIONS OF NATIONAL AND MULTI-CONFERENCE COMMITTEE -
MEETING OF FEBRUARY 27, 1967

Local 150, Sacramento, California, and McKeown Transportation
Deadlocked Joint Western Area Committee - February 14, 1967
Case No. 2-7-2913 - Warning Notices

Union protests warning notices issued December 1, 1966 to Harold Neis, Claude Mayhew, Edward Vastelica, George Gosling, James Slatten, Robert Records, Vergil Matthews, George Sterba, Donald Swihart, H. Earl Mathews, Joe Evans, and Lloyd Keen.

DECISION: Withdrawn - but Union reserves the right to strike the Company and still be in compliance with the Contract.

Local 70, Oakland, California, and Bigge Drayage
Case No. 2-7-2923 - Sub-Contracting

Bigge Drayage is hiring sub-haulers when regular employees are laid off. Therefore the Union is requesting a day's pay for all days leasees have worked between November, 1966 to the present time.

DECISION: Remanded back to the parties for settlement. If no settlement can be reached it comes back here.
